# ONE WEEK LATER FROM EUROPE.

## Arrival of the Canada at Halifax.

## OPENING OF THE FRENCH LEGISLATURE.

## Important Speech of the Emperor Napoleon.

## Continuation of War Preparations.

## DEPRESSION IN THE MONEY MARKETS.

## A New Loan Authorized in Sardinia.

## Advance in Cotton—Breadstuffs Dull—Provisions Firm.

## CONSOLS 95 3-8@95 1-4.

[By the American Telegraph Company's Lines—Office No. 11 Wall street.]

HALIFAX, Thursday, Feb. 24.

The R. M. steamship *Canada*, Capt. LANG, from Liverpool at 2 o'clock on the afternoon of the 12th inst., arrived here at 6½ o'clock this evening. Her dates are one week later than those already received.

The *Canada* reports that on the 13th inst. she passed the *Europa* off Fastness.

The steamship *City of Washington*, from New-York, arrived at Liverpool at 1 o'clock in the afternoon of the 11th inst.

The steamer *Fulton* sailed for New-York on the 9th inst. and took out the news that the steamship *Niagara* reached Liverpool at 6 o'clock on the morning of the 7th inst., and the *Jura* at noon, on the same day.

The session of the French Legislature opened on the 7th inst., with an important speech from the Emperor. He commenced by referring to the existing agitation, stating that it was excited without any apparent and imminent danger, and after expressing regret at the disquietude and pointing to his peaceful policy as a proof of his moderation, he proceeded as follows:

"To-day it is my duty to explain again to you that which it appears to me you have forgotten. What have ever been my principles? To reassure Europe, to restore France to her true rank among the nations, to cement closely our alliance with England, and to regulate with the continental powers of Europe the extent of our relations according to the conformity of our views and the nature of their relations towards France. It was in that spirit that, on the eve of my third election, I made at Bordeaux this declaration, "The Empire is Peace.' I was anxious to prove by that expression that although the heir of NAPOLEON I had ascended the throne, he would inaugurate a system which could only be disturbed for the purpose of defending great national interests. With respect to the alliance with England, I have used all my perseverance to consolidate it; and I have found on the other side of the channel a happy reciprocation of sentiment of the part of the Queen as on the part of all statesmen of every shade of opinion. Also, to attain that end so valuable to the peace of the world have I thrown aside all opportunities of reviving irritating remembrances of the past, the calumnious attacks dictated by prejudice, even the national antipathies of my own country. This alliance has borne its fruits. Not only have we acquired, together, lasting glory in the East, but at the extremity of the world we have just opened an immense empire to the progress of civilization and of the Christian religion.

Since the establishment of peace, my relations with Russia have assumed a character of the frankest cordiality, because we are agreed upon all the points in dispute.

I am equally justified in congratulating myself on my relations with Prussia, which have never ceased to be animated with mutual good will.

The Cabinet of Vienna and that of France, on the contrary, I speak it with regret, have disagreed upon important questions, and it required a most conciliatory spirit to succeed in arranging them. For instance, the reconstruction of the Danubian principalities has not been completed without many difficulties which diminished the full satisfaction of their most legitimate desires, and if I were asked what interest France has in those distant countries watered by the Danube, I should reply, that the interest of France is everywhere where there is a just cause, and where civilization ought to be made to prevail.

In this state of things there is nothing extraordinary that France should draw close to Piedmont, which proved herself so devoted during the war, so faithful to our policy during peace. The happy union of my well-loved cousin Prince NAPOLEON, with the daughter of King VICTOR EMANUEL, is not one of those unusual facts to which some hidden reason must be attributed but the natural consequence of the community of interests of the two countries, and of the friendship of the two Sovereigns.

For some time past the state of Italy and her ab normal position where order cannot be obtained except by foreign troops, gives just cause of anxiety to diplomacy. This, however, is not a sufficient motive to give rise to the belief in war. Some may invoke with all their hearts without legitimate reason, and others in their exagerated fears, endeavor to show to France the dangers of a new coalition, but I shall remain firm and invulnerable in the path of right and justice, and of national honor, and my Government will not allow itself to be led away or intimidated, because my policy will never be provocative or pusillanimous. Far be from us then, these false alarms, these unjust suspicions, these interested apprehensions, as peace, I hope, will not be disturbed. Resume then calmly the usual course of your labors. I have explained to you the state of our foreign relations and this explanation corresponds with all that I have made known during the last two months both at home and abroad. You will, I flatter myself, find that my policy has never ceased to be otherwise than firm but conciliatory. Therefore I confidently rely upon your support as well as upon that of the nation that has intrusted its fate to me. It is well known that never shall personal interest or petty ambition guide my actions.

When supported by popular sentiment, we ascend a throne and acquire so grave a responsibility, we rise far above that infamous region, where vulgar interests are debated, and the first motives of our actions, as our last judges are: "God, Conscience and Posterity."

The speech was variously commented on by the press, notwithstanding its pacific language, its effect on funds was not favorable. Prior to the delivery of the speech, on the 7th, the Paris Bourse was excited and buoyant, and the Rentes advanced one to one-and-a-half per cent. Subsequently a decline took place, and after the publication of the speech the Rentes were quoted only one quarter higher than on the previous day.

The London Exchange sympathised with Paris. Consols, before the speech, advanced one-half, but a reaction ensued, and they closed only a quarter higher. On the following day both markets fluctuated slightly, and a firmer tone prevailed.

The Calcutta mail of Jan. 9, reached Suez on the 20th. The news was unimportant. Market quiet. Freights rising. Exchange 2s.@2s. 1¼d.

Hong Kong dates were to Dec. 30. Freights were lower. Exchange 4s. 7d.@4s. 7¾d.

Exchange quotations show an alteration in favor of England of three per cent. at Shanghae, and of 2½ per cent. at Hong Kong.

Rumors were current of an English loan of five or six millions sterling for reconstructing the Navy.

The continental news mostly had reference to the effect of the Emperor's speech, which was generally slightly favorable.

### The Canada's News.

The news proper by the *Canada* is as follows:

GREAT BRITAIN.

In the House of Lords, on the 10th inst., Earl ST. GERMANS asked the Foreign Secretary whether the election of one person to fill the office of Hospodar in the Danubian principalities instead of two, was not inconsistent with the spirit of the convention entered into at Paris last year.

Earl MALMESBURY said it would be inconvenient to answer the question. The Conference would again reassemble and determine the interpretation of the various clauses of the Convention, and it would be improper to attempt to anticipate the decision in the Commons.

Lord STANLEY gave notice of a bill for raising money in England for the service of the Indian Government.

Mr. DALLAS gave a dinner to Lord LYONS, the newly appointed Envoy to Washington, which was likewise attended by the Brazillian, Swedish and Danish Ministers, Mr. FITZGERALD, Under Secretary of State, and other prominent gentlemen.

The *Daily News* says that the Government has given orders for constructing sixteen engines, destined for war steamers.

The Discount Market continued steady, and the supply of money abundant. The rates for first class bills were 2@2½ per cent.

It was reported that the Peruvian Government were about to seek in London a new loan of ten millions sterling, redeemable within five years—the whole of the guano revenue being mortgaged for its repayment. The liquidation of the existing foreign debt of Peru, £5,400,000, is said to form par of the scheme.

The ships *Norfolk*, with £160,000, and the *Clutha*, with £48,000, had arrived from Australia.

The Stock Exchange was comparatively steady, but without material improvement, the fluctuation of the three days being scarcely one-quarter per cent.

LATEST BY TELEGRAPH.

LONDON, Saturday, Feb. 12.

The *Daily News* City Article of Friday evening says the pacific assurances in every quarter are neutralized by the unceased warlike preparations on the Continent. The Stock Market to-day was weak, and the funds declined ⅛d., while English and other descriptions of railway shares showed a drooping tendency. The rates in the discount market to-day were 2½@2¾ P cent.

The *Times* City Article says that accounts from Turin are still regarded with anxiety. The English funds opened without attention, and experienced little change throughout the day; the slight movement that took place, however, showed an adverse tendency. The delivery of the China letters caused some speculative inquiry in the market, which had previously become stronger.

The *Daily News* says the rumored delay in the production of Sir JOHN PACKINGTON'S plans for providing for the defence of the country by the Navy is caused by important differences of opinion within the Cabinet. It is also again asserted that an extensive system of fortifications has received the partial sanction of the Government. The plan consists of a series of fortifications, placed at intervals along the seaboard.

FRANCE.

Paris letters continued to dilate upon the Emperors speech. The *Times* correspondent says: "If any slight change supervened upon reflection, it is perhaps more in favor of a pacific, than warlike interpretation. The same uncertainty prevailed, but without any increased alarm.

The same authority says that the allusions to peace in Count DE MORNY'S speech to the Legislative Corps, received with reiterated cheers.

The number of ships-of-war in Commission in the French ports was 200.

The latest correspondence of the London Press looks warlike. There was great diversity of opinion, and it is believed that hostilities will commence before the end of the year. The *Herald's* letter says that affairs stand just as they did before the Emperor's speech. Great difficulty exists, and if diplomacy fails, war must ensue.

The *Daily News* says the latest rumors are altogether warlike.

Six floating batteries are to be constructed in the French ports, to be navigable like ships.

The Paris Bourse on the 9th opened buoyantly and advanced one-half per cent.; but a reaction took place, and the advance was nearly all lost. On the 10th the market opened firm, but closed dull and lower. On the 11th the market was dull and depressed, the appearance of a pamphlet by GIRARDIN, entitled *La Guerre*, causing some uneasiness. The Three per Cent. declined a quarter, closing at 68f. for Money, and 67f. 95c. for Account.

The monthly returns of the Bank of France show a decline in specie of 1,000,000 francs, and an increase in deposits of 1,500,000 francs.

SARDINIA.

After a stormy discussion the new loan for fifty million lire was voted by the Sardinian Chamber of Deputies, by 116 Yeas, 35 Nays. The following is a summary of Count CAVOUR'S speech respecting the new loan: Our policy has been at all times national, never of a revolutionary character. Austria has lately taken a menacing attitude towards us—has increased her military defence at Piacen Sea—has collected very large forces on our frontier—therefore, the necessity arises for us to look for means of defence. Our policy is not defiant—we will not excite war, neither will we lower our voice when Austria arms herself and threatens us.

SPAIN.

In the Lower Chamber a Deputy asked the Government if it knew anything of the bill presented in the United States Congress relative to the purchase of Cuba, and if it would communicate to the Chamber any correspondence which might have taken place with France and England on the subject.

The Minister of Finance replied that he could not answer the inquiries without consulting his colleagues.

RUSSIA.

It was stated that the Russian Army would shortly be concentrated on the Austrian Government frontier, and that the tone of the Russian journals towards Austria were daily becoming more severe.

INDIA AND CHINA.

The Calcutta mail of Jan. 9, and Hong Kong of Dec. 30, had reached England, and the American portion of the same is on the *Canada*.

The campaign at Oude was considered nearly over. The rebels were hopelessly beaten everywhere.

The Governor General had issued a decree for disarming the whole of Upper India.

Small fortifications are to be erected at every station in the northwest seas, to render the seizure of treasure simultaneous, and the massacre of Europeans both difficult and dangerous.

The Calcutta produce market was inactive. Saltpetre was firmer; imports were quiet and stocks increasing. Freights were gradually improving.

The latest telegram *via* Ceylon reports an improvement in Manchester goods.

At Foo-Chow-Foo, tea had further advanced; the supply was slow, and sold readily.

At Shanghae, also, a rite was established and the tea men were holding for still higher rates.

### Commercial Intelligence.

LIVERPOOL MARKETS.

COTTON—The *Brokers' Circular* states the sales of the week at 67,000 bales, of which 9,500 were on speculation, and 3,500 for export. All qualities had advanced ⅛d., owing to the improved tone of European politics and the favorable advices from India. The market was active on Friday, and under sales of 10,000 bales, of which 2,000 were on speculation and for export, prices closed firm. The following are the authorized quotations: Fair Orleans, 7 1-16d.; Middling Orleans, 6 15-16d.; Fair Mobiles, 7 3-16d.; Middling Mobiles, 6 13-16d.; Fair Uplands, 6 15 16d.; Middling Uplands, 6¾d. The stock in port was estimated at 397,500 bales, of which 335,000 were American.

Some Circulars quote the advance at 1-16d.@3-16d.

*Latest.*—LIVERPOOL, Saturday, Feb. 12—2 P. M. COTTON is again slightly higher, and the market closes with an upward tendency. The sales to-day are 15,000 bales, of which 5,000 are on speculation and for export. Middling Orleans, 7d.

The advices from Manchester are favorable. Prices of Indin goods were firm and advancing.

BREADSTUFFS—(All quotations are ℔ 100 lbs.)—Messrs. RICHARDSON, SPENCE & Co. quote Flour dull, and prices nomtnal; choice qualities scarce, American, 10s.@12s. Wheat very dull, and rates easier, though quotably unchanged; Red Western, 5s. 9d.@9s. 3d.; White do., 8s. 7d.@10s.; White Southern. 10s.@10s. 9d. Corn quiet; mixed and Yellow, 5s. 10d.@6s. 2d.; White, 7s.@7s 4d.

*Latest.*—LIVERPOOL, Feb. 12, 2 P. M.—The Breadstuff market is dull.

PROVISIONS—Messrs. BIGLAND, ATHYA & Co., RICHARDSON, SPENCE & Co., and JAMES MCHENRY quote Beef firm, with a good demand; extra prime Mess, 80s.@89s.; India Mess, 95s.@102s. 6d. Pork firm, with sales at full prices. Bacon quiet, and the stock on hand inferior and difficult to sell. Lard firm, but quiet, at 60s.@61s. Tallow firm; Butchers', 54s; Cheese advanced 2s., chiefly on fine qualities.

LATEST—LIVERPOOL, Feb. 12—2 P. M.—The Provision market is steady,

LONDON MARKETS.

BARING'S Circular quotes Breadstuffs dull but steady IRON is not mentioned. SUGAR buoyant. TEA declined ⅛d., but subsequently recovered; Congou, 1s. 1d. COFFEE quiet but firm. RICE steady. The INDIGO sales opened at rates barely maintaining previous prices, but became firmer, owing to large withdrawals. LINSEED CAKES in fair demand; New-York, £10 5s.; Boston, £9 18s. LINSEED OIL, 30s.@29s. 9d. SEAL OIL, £36@£36 10s. SPERM OIL, £95@£100. TALLOW quiet at 53s. 3d. SPIRITS TURPENTINE firm at 41s. 6d.@42s. Crude do., 11s.

MONEY.—The London Money market was generally unchanged.

Consols closed on the 11th at 95⅜@95½ for money and account.

The Bullion in the Bank had increased £167,000.

BARING BROTHERS quote Bar Silver 5s. 1¾d.; Dollars, 5s. 1d.

LATEST—LONDON, Feb. 12—NOON.—Consols, 95⅜@95¼, closing depressed.

AMERICAN STOCKS—Messrs. BARING BROTHERS quote a quiet market for American Securities:

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|---|---|
| United States 6s of 1874 offered at | 95 @ — |
| Pennsylvania 5s | 83½ @ — |
| Pennsylvania Central 6s 1st mort. | 91 @ 92 |
| Pennsylvania Central 6s, 2d mort. | 93¾ @ — |
| New-York Central 6s | 85½ @ — |
| Illinois Central Shares | 35 discou't. |
| United States Sixes, Bonds, '62 | 100 @103 |
| United States Fives | 91 @ 94½ |
| Alabama Fives, Bonds | 78 @ 80 |
| Kentucky Fives | 90 @ 92 |
| Maryland Fives, Bonds | 95 @ 97 |
| Massachusetts Fives, Bonds | 103½ @104½ |
| Mississippi Fives, Union Bank Bonds | 14 @ 16 |
| Ohio Sixes of '76 | 95 @ 97 |
| Pennsylvania Fives | 82 @ 84 |
| Pennsylvania Fives, Bonds of '77 | 86 @ 87 |
| Tennessee Sixes, Bonds | 84 @ 86 |
| Virginia Sixes, '86 | 85 @ 87 |
| Virginia Fives, '88 | 84 @ 86 |
| Boston City 5s | 90 @ 92 |
| Boston City 4½s | 93 @ 95 |
| Montreal City 6s | 80 @ 82 |
| Illinois Central, 7s Freelands 1860 | 82 @ 84 |
| Illinois Central 7s | 79 @ 85 |
| Illinois Central 6s | 77 @ 79 |
| Illinois Shares | 36 @ 34 |
| Michigan Central 8s, 1870 | 85 @ 87 |
| Michigan Central Shares | 45 @ 50 |
| New-York Central 6s | 84 @ 87 |
| New-York Central 7s | 93 @ 95 |
| New-York Central Shares | 77 @ 79 |
| Erie Railroad 7s, convt. | 38 @ 42 |
| Erie Railroad 7s, Sinking Fund | 38 @ 42 |
| Erie Railroad 7s, 2d mtg. | 70 @ 72 |
| Erie Rail Stock | 13 @ 15 |
| Panama R. Bonds, 1859 | 100 @102 |
| Panama R., 1865 | 95 @ 97 |
| Pennsylvania Central 6s, 1st mtg | 90 @ 92 |

In the circular of E. J. SATTERTHWAITE it is stated that the imminence of Continental troubles has stimulated a disposition to invest in current United States Stocks, and in the best class of American Railway Bonds.

The *Times* of Saturday says the market is generally unchanged, and quotes sales of Illinois Central shares at 35½ discount.

Messrs. BALL & SON report an average business, without quotable change in rates.

HAVRE MARKETS.

For the week including FEB. 8. The COTTON market is firm, sales of the week 5,000 bales; STOCK 195,000 bales; New-Orleans *tres ordinaire* 99f. BREADSTUFFS very dull, and WHEAT slightly lower; American FLOUR nominal. POT ASHES steady, PEARLS dull. COFFEE quiet. HIDES tending upward. OILS steady; Whale tending upward. RICE quiet, but firm for Carolina. LARD dull. WHALEBONE nominal.

### Passengers.

Miss Muir, Hon. John Young, Richard Cobden, Captain and Mrs. Crowell, Mr. and Mrs. Mortimer and infant, Mrs. Adams, Mrs. and Miss Sherwood, Miss McKenna, Messrs Moffat Kerr, Condill, Kimmer, Bruce, Samson, Woodworth, Godfrey, McInnis, Thomson, Kirkland, Simon, Renz, Gassett, Stevenson, Brandon, Gordon, Arnallies, Meservey, Dawson, Jacobus, Macfarlane, Cago, Balmer, Brown, Wilson, Leibman, White, Adam, Bramwells, Tiel, Mitchel, Tobin, Jones, Brown, Troom, Mortimer, Sherwood, Gieldwick, Smith, McKenna, Lind, Kingston, Edminston, Spence, Towart.

# IMPORTANT FROM WASHINGTON.

## Majority and Minority Reports from the Sherman Investigating Committee.

## THE REPORT OF THE NICHOLS COMMITTEE.

## Loss of the Post-Office Appropriation Bill in the House.

## Senor Mata to be Received as the Mexican Minister.

## The European War Question—The President's Special Message—The Tariff Question, &c.

Special Dispatch to the New-York Times.

WASHINGTON, Thursday, Feb. 24.

The Administration is in the receipt of letters from a high official source in Europe, expressing the opinion that a general war is almost certain. Popular opinion in England is opposed to war, but if forced to take a part, she will break up the grand alliance and unite with Russia.

Señor MATA arrived in the City to-day. He will be received, and the Juarez Government in Mexico recognized.

Lord NAPIER was informed at the State Department to-day that while our Government had no official information of the ratification of the Cass-Yrissari treaty, they nevertheless believed the rumor to be well founded.

Mr. BUCHANAN is indignant at the indifference of Congress relative to the subject of his late Message. He thinks it unfair to be charged with neglecting American interests in Central America, and when he asks the necessary power to protect these interests, to be charged with wishing to usurp the war-making power of the Government.

The statement in yesterday's *Herald*, that the Printing Investigating Committee had adopted a resolution condemning SEAMAN, the late Superintendent, was premature. No resolution whatever in the case has yet been agreed to.

The Nichols Committee has been waiting all day for an opportunity to report. The Committee will unanimously report the testimony, with a declaration that while they are not willing to propose the expulsion of any member, they recommend the House to take such action as the testimony may be considered to demand. The *Herald's* statement that the Committee exculpates everybody is utterly untrue. Not a single member is prepared to recommend the exculpation of the member accused.

The House to-day practically indicated its determination to pass no appropriation bills until the Tariff bill shall be acted upon. The result surely will be a modification of the Tariff. SICKLES only awaits a convenient opportunity to move a revival of the Tariff of 1846, with the free list of 1857, and specifics on iron.

The Secretary of the Treasury feels sanguine that Congress will provide for the wants of the Government, and says he bases his opinion upon the idea that common sense will combat the action of that body.

The total Treasury receipts for the month of January were $4,900,000.

EZRA CLARK, of Connecticut, has addressed a letter to his constituents announcing himself an independent candidate for reflection. Of course his only expectation is to defeat the regular nominee of the Republican Convention.

# XXXVth Congress---Second Session.

SENATE....WASHINGTON, Thursday, Feb. 24.

Nothing of real interest transpired during the morning hour.

Mr. HUNTER'S motion that the Senate meet daily at 11 o'clock was agreed to.

The Chair laid before the Senate a communication from the Secretary of the Interior, inclosing a report of the wagon roads constructed under the authority of the United States.

Mr. BRIGHT announced that had he been present last night, he would have voted against Mr. HALE'S amendment.

Mr. FITCH, from the Committee on Printing, introduced a joint resolution authorizing the Superintendent of Public Printing to purchase paper in open market till new contracts can be made, as owing to the failure of the contractors to furnish a supply the printing threatens to be stopped. Adopted.

On motion of Mr. YULEE, the Post Routes bill was taken up. Yeas, 31; nays, 19.

In reply to a question by Mr. HAMLIN, Mr. YULEE said it was the intention of the Post Office Committee to amend the bill by increasing the rates of postage, and to make other reforms to augment the revenue of the department six-and-a-half millions of dollars.

The Post-route bill being taken up in Committee of the Whole, Mr. YULEE offered his amendment, abolishing the franking privilege, and providing for furnishing members of Congress with stamps in lieu thereof to the amount of $150. The right of franking documents is reserved to the Postmaster-General, his first assistant and chief clerk, and to the Auditor of the Post-office Department and his chief clerk, and to certain Ex-Presidents of the United States, and other special cases are provided for by enactment.

The amendment increases the rates of postage from three to five cents for distances under 3,600 miles, and to ten cents for over that distance. For double and treble letters the amount is proportionately increased. The rates for drop and advertised letters are the same. For newspapers, the amount for transit papers in the United States is one cent. Papers are entitled to free delivery in the county where published to actual subscribers.

The second section provides that printed envelopes and wrappers for Government documents be furnished by the Washington City Post-Office, and the said postage to be charged to the particular department forwarding the same.

The third section provides that all matter received at the Department and by Members of Congress, unpaid, shall be charged to the said Department receiving the same, or the appropriate branch of Congress.

The fourth section provides that all mail matter shall be weighed in bulk and charged at the rate of five cents per ounce for letters and twelve cents per one pound for printed matter, and that none of the above provisions shall apply to the transportation or charge for mail matter for the Government, except such as shall be received or sent from the Post-Office in Washington, D. C.

Mr. YULEE then proceeded at length to explain the provisions of the bill and amendments, as reported. He did not propose to make the Department a self-sustaining one, but pointed out where the expenditures might be greatly reduced. He thought that some of the Pacific mail service ought to be paid.

Messrs. MASON, TOOMBS, CAMERON, REID, FESSENDEN SMITH and others, spoke in favor of the total abolition of the franking privilege.

Messrs. DAVIS, IVERSON and others, favored this in a modified shape.

Mr. HOUSTON would retain the franking privilege, but raise the rate of postage.

Mr. DIXON offered his amendment, the first section of which abolishes the franking privilege entirely.

Mr. HALE moved an amendment, providing that from the 1st of July franking as a personal privilege shall be abolished, and that persons entitled to frank shall receive their mail matters free.

Lost by Yeas, 19; Nays, 27.

Mr. DAVIS moved an amendment that franking, except to specially privileged persons, shall be abolished, and that the laws, which require prepayment, shall be repealed. Lost, by Yeas, 18; Nays, 26.

Mr. TRUMBULL moved to strike out the clause which retains the franking privilege to Ex-Presidents. Lost.

Mr. HALE moved to strike out the franking privilege from the Post-Office. Carried by Yeas, 18; Nays, 16.

Mr. COLLAMER moved to insert a clause to repeal so much of the acts of March, 1847, and March 1851, as make appropriation to defray the expenses of the franking privilege. Agreed to.

Mr. FITZPATRICK moved to strike out the clause for out of the Treasury specially. The Committee propose to make in this bill a compromise between the Acts of 1845 and 1851, regarding the increase of the rate of postage. Since the passage of the Act of 1851 there had not been an increase in the revenues of the Department commensurate with the increasing population of the country.

Messrs. Dixon, Mason, Hale, Iverson and others then addressed the Senate.

Mr. IVERSON in the course of his remarks read a curious document showing how many of his speeches each Senator had folded and mailed from the Senate's folding room at the expense of the public. They were folded, mailed and franked but not printed at the public charge.

which restricts the Postmaster-General to contracting for the conveyance of mails, not passengers. Lost by Yeas, 15; Nays, 26.

Mr. PEARCE moved an amendment that no new routes be established unless they will pay expenses. Lost, by Yeas, 3; nays, 35.

Mr. GWIN moved to strike out the clause that limits the pay of postmasters to box rents. Lost by Yeas, 15; Nays, 22.

Mr. WILSON moved an amendment that letter postage be three cents for distances under, and five cents for distances over twenty-five hundred miles. Lost, by Yeas, 16; Nays, 24.

Mr. KING moved an amendment that letter postage for all distances within the United States, be the uniform rate of three cents. Lost, by Yeas, 18; Nays 31.

The Committee's amendments were then carried.

The bill was then reported to the Senate, and read a third time, but the Yeas and Nays being called upon its passage, no quorum was found to be present.

YEAS—Messrs. Benjamin, Broderick, Brown, Clay, Fitch, Hunter, Iverson, Johnson of Tenn., Johnson of Ark., Mason, Reid, Sebastian, Shields, Slidell, Toombs, Ward, Yulee—17.

NAYS—Messrs. Chandler, Clark, Doolittle, Douglas, Foot, Foster, Gwin, Hale, Harlan, King, Lane, Seward, Smith, Trumbull, Wilson—15.

After considerable delay in trying to come to an agreement to adjourn, Mr. BROWN moved a call of the Senate, and the Sergeant-at-arms was sent to summon the absentees. An arrangement, however, was made that a vote be taken upon the bill to-morrow without debate.

The Senate then at 11 o'clock adjourned.

HOUSE OF REPRESENTATIVES.

WASHINGTON, Thursday, Feb. 24.

The Post-Office Appropriation bill was taken up.

The question was taken on concurring in the amendment reported from the Committee of the Whole on the State of the Union, providing that the contract with BUTTERFIELD & Co. for carrying the Overland Mail shall be so construed as to allow them to carry it by any route they may select, according to the act of Congress under which said contract purports to be made, and it was negatived—99 against 102.

The proviso that the advertisements of the mail route proposals shall be published in two newspapers only in each State and Territory having the largest circulation, was rejected, 91 against 101.

The amendment to the appropriation of $80,000 for printing the blanks, that they shall be given to the lowest responsible bidder, was adopted, yeas 114, nays not counted.

The wrapping paper is to be furnished in the same way.

Among other amendments adopted was one providing that all sums heretofore appropriated to the erection of Post-office buildings, which shall remain in the Treasury unexpended at the close of the present fiscal year, are hereby reappropriated for those objects. The bill was rejected by 86 against 119.

Mr. BOCOCK, from the Select Committee to examine into the alleged frauds in the Naval contracts, presented a report from the majority of the Committee.

Messrs. BOCOCK, GROESBECK and READY join in a report:

First, on the management of the Brooklyn Navy-Yard. They take the position that appointments have long been made on political grounds; that on the incoming of the present Administration, the patronage thereof was concentrated to two or three districts. All these districts at the time were represented by Democrats. The delegation from the City of New-York and that neighborhood, petitioned the Secretary of the Navy to divide the patronage among them equally. Thereupon there was a great deal of confusion and controversy among the different members of the delegation, and between the delegation itself and the Secretary of the Navy; that great abuses had previously existed at the Yard, such as idleness, insubornination, levying of contributions by the master workmen on the men, and the appointment and retention of incompetent workmen.

The Committee admit all these abuses, but say they have not sprung from anything done, or any steps taken by, the present Secretary of the Navy, unless this policy of attempting to distribute the patronage equally be the cause of a part of the abuses. No complaints have been made to him on the subject, and no request to redress them in most of the cases; but so far as these abuses have been made known to him, he has promptly taken means to correct them.

In addition to this, he instituted measures for a reform in this particular Navy-yard. About a year and a half ago he issued an order that before a man was appointed to the place of master workman, he should be subjected to an examination as to his qualifications and character; that under his direction strenuous efforts were made to prevent a practice which obtained in the yard of men answering to their names at roll call and afterwards absenting themselves; that in addition to this, on the 14th day of December last, he issued an order giving power to the commander of the yard to discharge worthless and incompetent men—measures of reform, all of which were very important.

The Committee repeat he had endeavored to redress particular cases of abuse which came to his knowledge. The Committee, however, believe that the yard can never be managed in a proper manner, and a profitable way to the Government, until some regulation shall be adopted preventing appointments in the yard from being made on political grounds.

The Committee instituted particular examination into the manner in which the Navy Agent and Naval Storekeeper discharged their respective duties. No charge of malfeasance against them was proven; but it was proven that they had not devoted as much time and attention to their offices as the important duties thereof required.

The second point of examination is the anthracit coal agency. It was proven that Dr. HUNTER, the agent, has given no sort of attention to the duties of the office; but has entirely neglected it. He has a partner in the profits and duties of the office located at Philadelphia. But the partner has bestowed very little more time upon it than has the agent himself. He has left the management of the coal business in the hands of a large firm of coal dealers in Philadelphia, under the title of TYLER, STONE & Co. It appears that whenever he gets a requisition for coal, he hands it over to them, and that they superintend the whole business of procuring the coal, shipping it, &c. The committee condemn the course of Dr. HUNTER and his partner, Mr. SMITH, but say that he has always been a gentleman of standing and character; that he lived in the neighborhood of the coal region, and had been engaged in the iron business, which tended to make him acquainted with the different kinds of coal; that he was recommended to this office by leading members of the Pennsylvania Legislature, and other influential citizens of Reading and Philadelphia; that since he has been in office there has been nothing to call the attention of the Department to his neglect of duty. No complaint has been made by anybody to the Secretary of the Navy on the subject. The coal is of the very best quality, and been furnished regularly for the use of the Government by the firm of TYLER, STONE & Co., and, it appears, at 40 cents per ton less than the Government had obtained it for up to the Spring of 1848.

In 1857, the Government bought coal at $4 25 per ton, and under this new agent purchased all the time at $3 85. It is true that a large number of gentlemen had sworn they could have furnished coal at a lower price, but the Committee are of opinion that they could not have furnished an article suitable for the Government use.

As to the selection of Dr. HUNTER, and his recommendation to the office by some of the applicants for agency themselves, the Committee say that the Secretary of the Navy had never been informed of the arrangement. The previous coal agent, Mr. TYSON, resided at reading, and had a partner residing at Philadelphia, as the present agent, also residing at Reading, has one at the same city. Some intimation was made to the President on this subject, but it was indefinite, and if the President understood anything about it, it was merely as to a division of duties, as heretofore.

In the firm of TYLER, STONE & Co., is Mr. BEACH, a nephew of Mrs. TOUCEY; but in making the arrangement with that firm Dr. HUNTER swears that he did so without the least intimation, or any request, direct or indirect, from the Secretary of the Navy that he desired him to do so; and so far as he knows or believes, the Secretary had neither knowledge or wish upon the subject.

The rate of compensation of the Coal Agent was fixed during Mr. FILLMORE'S Administration at the present price, and the present large amount of compensation was in consequence of the extraordinary demand for coal in connection with the Paraguay Expedition.

The third branch of the examination relates to the live oak contracts. Two dealers had live oak on hand—SWIFT, the most. At the time proposals were issued the Government had taken ships for the construction of seven new sloops-of-war, and the expedition to Paraguay had been authorized—much less time was allowed for delivery of the timber than heretofore, because it was wanted for use very soon. Some of it, which was immediately needed, was bought up and used by the Government before the time for awarding the contracts. The Secretary of the Navy, in his specifications, inserted an unusual clause, by which he reserved to himself the right not to award the contract on the bids of any party unless the price was a fair and reasonable one; so that if he wished to get the timber of these two men for the use of the Government, he would show to them and to the world that he did not intend to give them for it anything more than a fair price. When the bids came in under these proposals, these two men who had the timber (SWIFT and JAMES BIGLER) were not the lowest bidders. Others bid below them, and the contracts were awarded to them.

Immediately after the contracts were awarded, the contractors came to Washington and told the Secretary of the Navy that it was impossible for them to comply with the contracts. They knew when they made the bids that they could not get the timber in time, but relied upon getting the time extended for the delivery. Failing to comply with their contracts, the latter were declared void. Under the law, the Secretary had the right to contract with SWIFT or any other person, even if he had to give a higher rate than these men proposed to furnish the timber for, and charge the difference to the defaulting contractors. But SMITH came forward and furnished the timber at each and all of the yards at the lowest price bid by any other party. The Committee believe that the price was fair, and that there was nothing in the transaction that in any way impeached the integrity of the offices of the Navy depot.

In 1854, while Mr. BUCHANAN was in England, GEO. PLITT, whose wife has some family connection with SWIFT, entered into a contract or arrangement with SWIFT to the effect that he, PITT, would endeavor to get contracts for him to supply timber on the condition of receiving ten per cent. on the gross amounts of all the contracts. PLITT introduced SWIFT to the Secretary of the Navy, and other influential persons, and put him on good relations with all his friends. Soon After the Cincinnati Convention PITT introduced SWIFT to Mr. BUCHANAN, but merely said that he was an "Old Line Whig," and that he had given him (the President) a cordial support. SWIFT, it appears, contributed freely to the Presidential election. In introducing SWIFT to Mr. TOUCEY, PITT made a similar remark. This was all that was ever told to the Secretary or to the President until sometime after the contracts for live oak in September last were awarded to SWIFT. Some time in October or November, while PITT was at the White House, he showed the President the agreement with SWIFT, saying that SWIFT had refused to carry it out, and asked him if there could be any objection in prosecuting SWIFT for a non-fulfillment of the agreement of 1854; and the President replied he could see no objection to it, and that PLITT could do as he pleased.

It appears that SWIFT claims that his contract with PLITT only extended to the end of the last Administration.

The next and last branch of inquiry was in relation to the awarding of the contracts for the seven sloops-of-war ordered at the last session of Congress. There were seven contracts in all, and in awarding five of them it appears that no political or any other improper influence was resorted to by the different bidders; that the proposals were advertised according to the law; that the leading establishments in New-York, Philadelphia, Boston, Baltimore, and Hartford presented bids for each and all of the engines; and that the contracts were in every instance awarded to establishments of high reputation for undoubted mechanical efficiency. These bids were referred to a board of engineers, consisting of the Engineer-in-Chief and three Chief Engineers, and the contracts were given out according to the report of the board—in some cases unanimous, in others on the recommendation of the majority. Mr. MARTIN was a member of this board, and is the inventor of a boiler which was included in the plans of all the bidders, except two whose plans were decided on by the Board, of which he was a member; and the plans which did not include his boiler were rejected by every member of the Board. All of the plans for real competition included MARTIN'S boilers. The Committee find under the state of the case that no preference could have been given to any plan by MARTIN on that score, but suggested that it would have been better if he had not been put on that Board.

One of the contracts was awarded to MERRICK & SONS. Their bid was next to the lowest of seven. One was only 4,000 lower, and some bids about $10,000 higher. It further appears that the plan of the bid which was lower was condemned by every member of the Board, and the plan of MERRICK & SONS was approved by every member of it. MERRICK & SONS are not politicians, and never undertake to influence their workmen. Two of the three incline to the opposition. In connection with this, a letter from Col. PATTERSON to the President recommending the firm—not for this particular contract, for they bid for many—was exhibited, but it fully appears, from the testimony generally and the statement of the Secretary of the Navy, that the President took no part whatever in it—made no examination of any bid for this or any other contract during his administration; but merely, in the course of business, as was shown by the testimony, referred this letter, by the common and usual indorsement, to the Navy Department, to which this subject properly belonged—the practice being to refer letters on business to the proper department.

When persons are implicated in the investigation by committees, witnesses are summoned at their request. As to the charge against J. CLANCY JONES in the annexed minority statement, he being out of the country could have no knowledge or notification of the existence of the charge. Therefore, so far as he is concerned, the evidence being altogether *ex parte*, the Committee think it wrong for them to pronounce or form any opinion upon the subject.

The Committee came to the conclusion that the action of the Secretary of the Navy has been judicious and careful; that he has been actuated only by a desire to get the best machinery at the lowest practicable cost, and would not venture or desire to change one of the contracts which he has made.

The Committee report resolutions to the following effect:

1. That the testimony taken in the investigation proves the existence of glaring abuses in the Brooklyn Navy-yard, and require the interposition of legislative reform; that it is due to justice to declare that these abuses have been slowly and gradually growing up during a long course of years, and that no particular Administration should have the entire blame thereof.

2. That the coal agency, for some time past, has been in the hands of persons wholly inefficient and grossly incompetent, and that reform is needed in the regulations which exist on the subject; and that there is no proof which traces any knowledge of such inefficiency and incompetency to the responsible authorities in Washington.

3. While the Committe will never sanction or approve, on the part of any officer of the Government any favors to contractors, yet, if the Secretary of the Navy did contemplate any favor to SWIFT, he did not design to bestow it to the detriment of the Government, but that in all he did in this matter he kept always in view the good of the public and the interest of the service.

4. That in the letting of contracts for the construction of steam machinery for the use of the navy, during the present administration, nothing has been shown which calls for the interposition of the Congress of the United States; but it is manifest the present head of the Navy Department has displayed a very laudable zeal to secure the greatest amount of speed and efficiency attainable to said vessels.

Messrs. SHERMAN, of Ohio, and RITCHIE, of Pennsylvania, join in a statement and resolutions:

*First*—That the Secretary of the Navy, with the sanction of the President, abused his discretionary power in the selection of a Coal Agent, and in the purchase of fuel.

*Second*—That the contract for live oak with Mr. SWIFT was made in violation of law, and in a manner unusual and improper and injurious to the public service.

*Third*—That the distribution

the service demands an immediate supply, when the demand needed may be bought in open purchase.

When delivered, it is stored away in the Navy-yards and used as the service demands.

W. C. N. SWIFT, a whaler, of New-Bedford, Massachusetts, had, prior to 1844, been contractor for the supply of live-oak and other timber for the Government. In 1854, he entered into a written agreement with GEORGE PLITT, of Philadelphia, an active and intimate friend of President BUCHANAN, by which PLITT agreed to aid SWIFT all he could in obtaining live-oak contracts with the Navy Department: for which SWIFT was to pay to PLITT ten per cent. on the gross amount of the contracts made. The aid contemplated was that PLITT should place SWIFT upon familiar relations with the departments. He introduced Mr. SWIFT to Mr. DOBBIN during President PIERCE'S administration, and to other gentlemen, and used all his influence in behalf of SWIFT. Pending the Presidential election of 1856, PLITT *introduced Swift to Mr. Buchanan, and sought to place him in the very best position he possibly could with the President.* PLITT, at the time, was Treasurer of the Democratic State Central Committee of Pennsylvania, and as such received from SWIFT the sum of $16,000, of which SWIFT contributed $10,000 and received the balance from his immediate friends, to be used in the pending election. Mr. BUCHANAN was informed before the election, that Mr. SWIFT was an Old Line Whig who had come over to his party, and was taking an active part in the election; and he was subsequently informed of the amount contributed by SWIFT.

PLITT testifies that—

"In introducing Mr. SMITH, I told Mr. TOUCEY that he was a gentleman whom I should be very glad to have him aid in any way that he could, legitimately, of course; that he was my very warm friend, who had contributed very liberally towards the election of 1856; and that he had a number of Old-Line Whig friends in Massachusetts, who were equally liberal—some of them, at least—and I thought that such gentlemen ought to be patronized of course."

PLITT further testifies that he regarded the contract with SWIFT, of April, 1854, as a continuing contract, and "supposing that agreement was still in force under the present Administration as it was under the former one, I had taken pains to make him acquainted with every one of my political friends."

In the frequent interviews of PLITT with the President and Secretary, whenever SWIFT'S name was mentioned, PLITT took pains to recommend him as a very good fellow, "and I was very sorry he should be disappointed; he was anxious to get some appointments in Massachusetts, in all of which he was disappointed, and I felt some sympathy for him. I frequently spoke of him in that way." He testifies this was the extent of his aid to SWIFT.

The undersigned need not dwell upon the corrupting tendencies of such agreements as that between PLITT and SWIFT, *whereby the influence arising from social relations and personal interviews with the highest officers of the Government are sold for money.* When they become the general rule, and upon discovery are passed over without objection or reproof by the highest functionaries, they become offences which should be punished by severe penalties. But they are still more dangerous when they look not merely to political influence, but to controlling and tampering with the judicial duty of awarding contracts.

Contracts for live oak, in 1857, were awarded to SWIFT for 150,000 feet, to be delivered at three of the Navy-yards. An outstanding contract with a Mr. BLANCHARD was cancelled and awarded to SWIFT in November, 1857. The amount of these contracts is $232 940.

Prior to June, 1858, SWIFT brought some of the Navy-yards large quantities of live oak, which was rejected; some of it because the size was below that prescribed by the contract, and some for its inferior quality. By the rule of the department at most of the yards timber not coming within the contract was required to be removed before that which had been accepted would be paid for. This rule seems to have been strictly enforced, except as to the timber delivered by SWIFT and BIGLER, whose connection with these transactions will be shown hereafter. The officers on duty at the Navy-yards, except at Norfolk, would have enforced this rule, but they were required by the order of the Secretary to add the timber to remain in the yards, where, in some instances, it became a grievous inconvenience. By the 15th of June, 1858, when it became necessary to prepare the annual advertisement, the timber thus accumulated amounted to —— feet. On the —— day of May, 1858, SWIFT sent the department a statement of the amount of his timber then on hand.

Before the advertisement of June, 1858, was issued, SWIFT and BIGLER each had interviews with the Secretary. BIGLER urged the Secretary to purchase his timber on open contract. BIGLER testifies as follows:

"After I got my contracts filled, I went to the Secretary of the Navy to get him to buy my timber upon open purchase. He gave as a reason for not buying upon open purchase that it was against the law to buy timber upon open purchase, except for immediate use. Mr. SWIFT went to him on the same score, that he had timber over, which he wished to sell to the Government. This induced the Secretary, I suppose, to make this advertisement to cover about the amount of timber that we had."

Mr. LENTHALL, the Chief of the Bureau of Construction, Equipment and Repairs, testifies that the Secretary inquired of him the shortest time within which the timber could be cut and transported to the various Navy-yards. He named the 1st of February, 1859, and the testimony shows that by extraordinary exertions, and unusual expense and risk, it could have been delivered at the Navy-yards at that time. Mr. LENTHALL inserted this date in the advertisement, and sent it to the office of the Secretary. It was there altered so as to require one-half of it to be delivered by the 1st of September, 1858, thus excluding all competition. BIGLER testifies that such was the design. He says:

"The Secretary of the Navy knew, and the Chief of the Bureau knew, that there was nobody else in all America that had the timber and could put it in *at such a time* but Mr. SWIFT and myself. There was not any such timber in the United States that was already got out except ours. There was nobody else in the business but Mr. SWIFT and myself who could get it in. The Secretary knew there was no other timber anywhere else in the market."

If any doubt existed as to the design of the Secretary in the particular terms of the advertisement, the subsequent conduct of the parties concerned clearly proves that those terms were carefully arranged so as to prevent all competition, and secure the contract to SWIFT. Dealers in live-oak timber perceived at once the effect and purpose of the advertisement. SAMUEL P. BROWN, of Maine, an intelligent lumberman, now a member of the Legislature of Maine, thus testified to a conversation with SWIFT upon the subject:

"I think about the middle of June, 1858, I had one conversation with him (Mr SWIFT,) that was after the advertisement was issued by the Department. I told him that I was disappointed to see this advertisement come out; I knew that it was got out for the benefit and interest of Mr. BIGLER, and that the way they were managing the thing would not give satisfaction. I advised him for his own reputation to go to the Secretary and induce him to withdraw that advertisement and let him purchase his timber if he wanted it for immediate use. He told me that he had been to induce the Secretary to do that same thing, but the Secretary told him that he had no authority to purchase this timber. He had made up his mind that he could not do it without advertising; but the advertisement arrangement was such that nobody could offer for it but himself, because he had the timber in the yards, and that no other man could fill the offer and it would only be trifling to make any offer. I stated to Mr. SWIFT that I should make an offer to take the contract in good faith, and then should ask the Secretary for an extension of time. Says he, 'He will not grant it.' 'Well, then,' said I, 'let him do that, and I will report the thing to Congress next Winter.'"

By the advertisement as issued, 150 000 feet was required, being 25,000 feet at each of six yards, and a larger quantity than had been purchased in any year previous, except in 1857; but it was of a smaller size and of straighter form, and therefore much less valuable for ship-building. It was of the peculiar character and description then owned by SWIFT in the different Navy-yards. It was impossible for any dealer but SWIFT to comply in point of time. The whole amount of live oak timber in the market within the reach of the Navy Department, other than SWIFT'S and BIGLER'S timber, was less than 4,000 feet. The yellow fever was prevailing in the live-oak region; none could be cut and transported by the 1st of September, 1858, even to Pensacola, in the midst of the live-oak district. Work was then suspended in the Navy-yard there, and neither human endurance nor enterprise could meet the dangers of pestilence in that region.

The advertisement being thus arranged, it is manifest that but two men could compete, and these two were BIGLER and SWIFT. They were in this city about the time the bids were to be opened, and then entered into an agreement by which SWIFT was to put in his bid and BIGLER was to bid above him, so that there would be no possibility of BIGLER coming in competition with SWIFT. The contract was then to be taken by SWIFT for the whole amount of timber—150 000 feet at $195,000, or $1 30 per cubic foot—and SWIFT was to take of BIGLER the timber he had on hand at the various yards at contract prices. BIGLER testifies that he told the Secretary:

"I did not care how he arranged the matter, if he would give the contract to Mr. SWIFT, for it would make no difference to me, as he had agreed to take my timber."

This attempt of SWIFT and BIGLER to procure the contract would have been entirely successful but for the intervention of several other bidders, who, being engaged in the business of lumbering, were anxious to obtain a contract with the Government. They noticed the shortness of the time for delivery. Some of them had been for years contractors for delivering live-oak to the Government, and in no previous case was the time of delivery less than from one to two years. Not supposing that the Secretary would enforce an impossibility, but would allow a delivery of the timber at any time within the six months prescribed for the delivery of the whole, and supposing that, by extraordinary exertions they could accomplish that, they made proposals.

The lowest bids were those of BUXTON & LAWRENCE, who offered to deliver 25,000 feet at each of the yards, at Portsmouth, N. H., Charlestown and Brooklyn, for $81,750 for the whole; SAMUEL B. GRICE offered to deliver 25,000 feet at each of the yards, at Philadelphia and Norfolk, for $57,400 for the two yards; COATES, DEGRAW & BEACH offered to deliver 25,000 feet at Pensacola for $27,750; in all being 150,000 feet for $166,-760, being $28,300 less than the pre-arranged bids of SWIFT. If the usual time of one and two years had been allowed by the advertisement, the testimony shows us that the bids would have been reduced at least 15 per cent., or about $25,000. But the bids made were upon the basis of an entire delivery before the 1st of February, 1859, involving unusual expense and risk.

The successful bidders promptly took steps to complete their contracts. Gen. —— BERRY, of Maine, was applied to by Messrs. BUXTON & LAWRENCE to become their security. Before doing so he wrote to his friend, Mr. JOHN APPLETON, Assistant Secretary of State, to obtain an extension of the time for delivery. Mr. APPLETON applied to the Secretary of the Navy, and was informed that if the contracts were not complied with, he would buy the timber in open market, and charge it against them under the law. Mr. APPLETON urged that unless the timber was needed for immediate use, it would certainly be better to extend the time for its delivery, and then get it at a low rate, rather than purchase it at once at high rates. The Secretary said he would consider that point before he decided. Mr. APPLETON called the second time, and was then informed by the Secretary of the Navy that Mr. SWIFT had off red to take the contract at the rates proposed by the lowest bidders, and he had accepted his offer.

Mr. SAMUEL B. GRICE duly executed his contract, and promptly delivered at the Navy-yard at Philadelphia over 1,400 feet. He arranged to get the residue as rapidly as possible, and he had on shipboard at the Navy-yard at Philadelphia, on Sept. 16, 1858, some 800 feet, when his contract was abruptly cancelled, and a new one made on similar terms with SWIFT.

COATES, DEGRAW & BEACH executed their contract, and immediately took steps to fulfill it. This contract related only to the Pensacola Navy-yard *where Swift had no live-oak, and was in no better condition than other bidders.* Mr. DEGRAW immediately went on to Florida to make arrangements to comply with the wants of the Government there. He was informed by the naval constructor that but a small portion of the timber would be needed immediately, and sixty days would be in time for the delivery of the most of it. He made arrangements to supply the few sticks wanted in the construction of a vessel then on the stocks; as for the balance, he arranged to deliver it when required, and all before the 1st of February, 1859.

Before Mr. DEGRAW went on to Florida, Mr. COATES came on here on the 1st of September, the very day upon which one-half of this timber was to have been delivered, and asked for an extension of time. The Secretary said he was not in the habit of doing that, to which Mr. COATES replied, that if their contract was to be annulled for non-fulfillment he wanted to know it at once, and he would expend no more time or money upon it. He told the Secretary that they were ready to do what other contractors had done to meet the wants of the Government, and asked if one of their firm had better not go on to Florida and ascertain what the wants of the Government were there. To which Mr. TOUCEY replied that he had better do so, and report to the Department. In consequence of this, Mr. DEGRAW went on to Florida. Before he returned, however, the contract had been annulled and awarded to SWIFT. This was a case of peculiar hardship. A practical lumberman obtained the contract, evinced unusual energy in its prompt execution, risking the dangers of the yellow fever in its worst season, supplying by purchase the immediate wants of the Government and providing for them in future; yet he is suddenly deprived of his contract, at the loss of his time and labor, because he has not complied with *an impossible condition, not designed to be performed*, and the contract is awarded to a favored contractor, who could not comply and who has not yet complied.

During all this time SWIFT remained in Washington, in confidence that he would finally get the contracts. He assured BIGLER "that he was satisfied that the parties would have to give them up. The Government were under obligations to him, and he thought he could bring such influence to bear that they would give him these contracts. He said it was due to him for services rendered."

By the law: "All purchases, &c., made by or under the direction, &c., of the Secretary of the Navy, shall be made either by open purchase or by previously advertising for proposals respecting the same," &c.—(Brightly, p. 19.)

"In case the lowest bidder shall fail to enter into such contract and give such security within a reasonable time to be fixed in such advertisement, then the contract shall be given to the next lowest bidder, who shall enter into such contract and give such security."—(Brightly, page 67.)

Purchases in open market cannot be resorted to, except in case of such articles as are wanted for use so immediate as not to admit of contracts by advertisement."—(Brightly, note b., page 67.)

The Secretary is authorized to purchase in two ways: 1. By contract after advertisement, and acceptance of proposals of bidders. If the lowest bidder fails to enter into the contract and give the security in the time specified, then the contract is to be given to the next lowest bidder.

2. By open purchase.

In this case the Secretary had no more power to enter into a contract with SWIFT than if the advertisement of June 14, 1858, had never been issued. By the terms of that advertisement, one-half of the timber was to be delivered on Sept. 1, 1858, and the rest on or before Feb. 1, 1859. It was not possible to award the contracts originally advertised for to any one. On Sept. 23, when the contract was entered into with SWIFT, it was manifestly absurd and impossible to award a contract to any one to deliver timber on the first day of the same September. In every possible respect, so far as SWIFT was concerned, the Secretary was precisely in the same position, under the law, on the 23d day of September, that he would have been if no advertisement for proposals had ever been issued. The Secretary alleges, in his defence, that there were fears of a rupture with Great Britain when the advertisement was issued, but all those fears were completely dissipated before the end of June; and in September, when the contract was made, our relations with Great Britain were certainly as harmonious as they have ever been at any time in the history of the two Governments.

The allegation of want of timber in the yards is equally as idle as the pretence of fears of Great Britain. The testimony shows clearly that little of this timber was required; perhaps none of it was absolutely necessary for immediate use, and the quantity actually used has been so small compared with the amount purchased as to be worthy of no consideration. In fact, the testimony of the naval constructors at Norfolk and some other yards renders it probable that the timber purchased from SWIFT is of small value to the Government, as, in case it should be used, an equal quantity of timber already in the yards will be suffered to decay.

Yet the Secretary, without notice to the next bidder, and without advertisement and without such a necessity as would justify an open purchase for such an amount as SWIFT had on hand, entered into a contract with SWIFT for 150,000 feet. The contract is dated Sept. 23, 1858, but was made as early as Sept. 16. On that day Mr. LENTHALL wrote to GRICE, the lowest bidder, as follows:

NAVY DEPARTMENT,
BUREAU OF CONSTRUCTION, &c., Sept. 16, 1858.

SIR: I am instructed by the Department to inform you that as you have not complied with the terms of your contract for live-oak, a new one has been made with other parties. Respectfully, your obd't serv't,

JOHN LENTHALL, Chief of Bureau.

SAMUEL B. GRICE Esq., Philadelphia.

The arrangement between SWIFT and BIGLER was carried out. All their timber on hand at the different Navy-yards that would pass inspection has been taken. It was the same that was on hand when the advertisement was issued, and no other has yet been delivered. The rejected timber of SWIFT is still allowed to remain at the Navy-yards. The price paid is higher than BIGLER offered his timber to the Government on open purchase. The only failure in SWIFT'S plan is, that by the intervening bids, the Government was saved $28,300.

On the 15th day of October, he, for the first time, repudiated his written agreement with PLITT; PLITT thereupon consulted the President. The result of this conference is thus stated by him:

"I did not want to involve the present Administration in any difficulty, and, therefore, I asked the President whether there would be any objection to my prosecuting Mr. SWIFT in a court for this claim. The President looked at the agreement made in 1854, and said he could not see any objection to it. He had, of course, no advice to give, and told me I might do as I pleased about it."

At a recent interview of PLITT with the Secretary, the latter remarked to him:

"Your friend, SWIFT, I am afraid, has failed in delivering one of his last contracts at the Pensacola yard, and if so, I intend to annul it."

SWIFT also claims that, as his arrangement with BIGLER did not entirely succeed, BIGLER should pay him $1,000 for nameless expenditures in obtaining the contract, and he testifies to an agreement to this effect, which BIGLER denies.

The undersigned have fully considered the statement of the Secretary, of the date of Feb. 14, 1859, that the contracts were made to supply the pressing and immediate wants of the Government, and have directed their attention to that subject. The yards at which the Secretary says the live-oak was most needed, were Norfolk, Kittery and Pensacola. The naval constructor at Norfolk testifies that they have used to this time less than 1,000 feet of SWIFT'S timber, and that they have on hand over 500,000 feet. At Kittery the wants of the Government were supplied by open purchase from BIGLER of about 3,000 feet. At Pensacola DEYNAW had arranged with the naval constructor for the few sticks needed for immediate use, and for the balance as needed. The Secretary expressly refused to make the purchase an open purchase, for the reason that the law would not justify it. He so stated to SWIFT, BIGLER and APPLETON.

In June, 1857, a greater necessity for timber existed than when the contracts were awarded to SWIFT, and yet the usual advertisement was then issued. It is worthy of observation, moreover, that at Pensacola, where the Secretary informs us the wants of the service were most pressing, SWIFT had no timber and did not deliver it as soon as the lowest bidders could have done.

### BROOKLYN NAVY-YARD.

Shortly after the organization of the present Administration, the patronage of the New-York yard having been previously confined chiefly to a few of the Congressional Districts of New-York, an understanding was entered into between the Democratic members from New-York, with the acquiescence of the Secretary of the Navy, that it should, as nearly as practicable, be equally divided among them. In some cases the Secretary created new places of master-workmen. The correspondence of these members with the Department is herewith reported, and exhibits on its face the evil effects of the system.

The division of patronage among members was well known in the yard. *Each master-workmen understood to whom he and each of his fellows owed their places.* Thus the constructive engineer, the master plumber, the master block-maker, represented Mr. SICKLES; the master painter represented Mr. SEARING; the master spar-maker, the master blacksmith, and timber inspector, represented Mr. MACLAY; the master laborer, under the constructing engineer, the master boat-builder and the master ship-carpenter, represented Mr. TAYLOR; the master caulker represented Mr. COCHRANE; and the master stone-cutter represented Mr. WARD. Until May, 1858, the master laborer, under the constructing engineer, represented Mr. CLARK, and the master carpenter represented Mr. HASKIN, and so with all the heads of the departments of labor in the yard at Brooklyn.

LAWRENCE COHANE was appointed master carpenter, upon the nomination of Mr. HASKIN, in the general division of patronage. He was removed on the 9th of June, 1858, *on account of Mr. Haskin's course upon the Lecompton Constitution*, as he says. ALEXANDER WARD was appointed in October, 1857, for Mr. CLARK; and in May, 1858, after Mr. CLARK had taken position upon the Kansas question, he resigned. He states that he wanted to use his influence for the renomination of Mr. CLARK; and he knew that if he did so, and still remained in the yard, he would subject himself to being removed. Rather than that, he preferred to leave himself. These places were given to Mr. TAYLOR.

Each master workman selected all the workmen under him, and upon his requisition the number was increased or diminished, he naming those to be selected or discharged.

This system, added to the abuses previously existing, *has reduced the Navy-yard to a mere political machine, where idleness, theft, insubordination, fraud, and gross neglect of duty prevailed to an alarming degree.* Members of Congress, officers of the yard, both naval and civil, master workmen, contractors and laborers, have all testified to many abuses.

The Hon. JOHN COCHRANE testifies that the tendency of "the distribution of patronage by members was very deleterious upon the purity of elections; injurious to the workmen, in that it teaches laborers and mechanics to look to political influence for sustenance and support; injurious to the member of Congress; that he himself had been besieged—beset by hundreds of claimants at his house and his office, until now, having been driven from his office, he was in doubt whether he should return to New-York. And the Hon. H. F. CLARK, in reference to the same subject, makes the following statement:

"My attention was first attracted to the subject by receiving a very great number of applications from mechanics and laborers in my district for my interference to procure for them places in the Navy-yard. To such an extent was this demand that it became onerous, indeed offensive. My house was run down. I was addressed in the street upon the subject. When in the lower part of the City on business I would be pursued; and I really could find no rest by reason of the great number of such applications.

* * * * Another class of applications was from men who desired to have procured for them the situation of quartermen in the Navy-yard, at $2 5s per day. Another class was from men who desired to have procured for them the situation of masters in the Navy-yard. And, between them all, I found that more was required of a Member of Congress than I had imagined. It appeared to me that I was expected to find places for the unemployed, and there were too many of that class in New-York to render it possible that I should voluntarily undertake that business.

This whole system tends, in the first place, to the demoralization of the laboring classes, to their serious detriment, and, in my judgment, *to the degradation, personal and political, of the members of Congress.*"

The incidents and details of these abuses are shown by the testimony and the very voluminous correspondence of the Department with Commander ROOTES and Mr. GRAHAM, the constructing engineer. Most of the Members of Congress went to the yard during the hours of work to look after their interests. Each was anxious to have his friends in the yard, and most of them in person frequently pressed these applications. They had controversies with each other, with the officers of the yard, and with the master workmen, about the division of patronage. Several cases of this kind are testified to by the master workmen, and are shown by the correspondence. Pressed by laborers begging for work as a reward for partisan services, members sent them to *their* master workmen—in some cases to others—with letters of recommendation; in many cases without proper inquiry as to their fitness or ability to do work. The master workmen, themselves appointed for partisan services, often yielded. In some cases, when they refused, threats of their own removal were sent to them; and when compelled to choose, in some cases, they preferred packing the yard with idle and unskilful workmen or laborers to risking their own places. In one case the Hon. JOHN COCHRANE, believing that LAWRENCE COHANE, the master-carpenter, did not fairly divide the patronage in his department, wrote COHANE thus:

Mr. COHANE: Mr. CULLEN tells me that you are to take men on on Tuesday; now I ask you to take *him* on and the others I have asked you to take on. *I will have my proportion of men under you; if you do not give them I will lodge charges against you.* You have turned away all the men but one from my District already. Of this I have complained to the Secretary, and now, unless you rectify this injustice, I will make application that you be turned out. The bearer will bring me an answer.

Yours, &c, JOHN COCHRANE.

Mr. COCHRANE'S letters of a similar character to the master blacksmith are herewith reported.

In another case LEWIS W. BERRY, the master painter, discharged a man for habitual drunkenness, who had been appointed upon the recommendation of the Hon. JOHN KELLY. Mr. KELLY requested that the man be taken on again. BERRY thus describes what took place at that interview:

"I told Mr. KELLY I could not employ any such man as he was; that he had disgraced himself, and was a disgrace to my department. Mr. KELLY said he could not help that, but that the man must go to work again. I told him I could not employ him again. Said he, 'You may set it down as a fact that I will have you removed if I can, if you don't put that man on again.'"

Within two or three months BERRY was removed. When asked if he had been removed for this cause, he said:

"I cannot say of my own knowledge; I only know what was said. I suppose he was as good as his word, as he said he would get me turned out. When I came on to Washington afterwards, I thanked him for being as good as his word."

Mr. KELLY testifies that he did not know that this man was a drunkard, and always had regarded him as a sober man. He said he applied for Mr. BERRY'S removal, but he did not think he was turned out upon that application, as it was nearly three months before he was removed. WILLIAM TURNER, the successor of Mr. BERRY, was appointed for Mr. SEARING. An immediate controversy arose between him and the Hon. GEORGE TAYLOR about the division of his patronage. The following letters were produced by Mr. BERRY from Mr. TAYLOR, to illustrate the control of members of Congress over master workmen:

WASHINGTON CITY, March 23, 1853.

Captain TURNER: You will much oblige me by retaining Mr. FITZGERALD as foreman. This is the understanding between Mr. SEARING and myself, and, I may add, the Secretary of the Navy. You will also oblige me by appointing Mr. TENNEY, of the Twelfth Ward, when in your power to do so. As a general thing, HUGH MCLAUGHLIN, master joiner, knows who my friends are, and he will confer with you at all times.

Yours, respectfully, GEO. TAYLOR.

HOUSE OF REPRESENTATIVES, April 7, 1858.

DEAR SIR: I understood that, as a part of the arrangement before I consented to appoint Mr. FITZGERALD as your foreman. You promised to do so, and that is Mr. SEARING'S understanding. I am now informed that you intend to dismiss him and appoint some one in his place from New-York. This is not right, and you ought not to think of it, if you do. I trust that the original understanding will be carried out. I have just conversed with Mr. SEARING, and this is his view of the matter, and it was the Secretary's view when you were appointed. In your turn you will, of course, do the best to equalize matters among the various members.

Yours, respectfully, GEO. TAYLOR.

I have just shown this letter to Mr SEARING.
WILLIAM TURNER, ESQ., Master Painter.

WASHINGTON CITY, April 13, 1858.

SIR: Your favor has been received. I will be much obliged for a list of the men under you, when I will write to indicate those I am especially interested in. I want only a fair proportion of the men.

In reference to Mr. FRAGANZA, it was expressly understood between Mr. SEARING and myself that FITZGERALD should remain, and promised this yourself. I do not know what Mr. KELLY has to do with this matter, but I shall be pleased to see him gratified so far as it is proper; but I cannot and will not submit to Mr. FITZGERALD'S dismissal; and now I give you notice that if you do remove him, I will do what I can to correct it, and if you suffer you must not blame me. I desire to sustain you and to make your position pleasant; this I desire on your account as well as in respect to Mr. SEARING, but, Sir, I will not stand by and see my friends struck down by you or any other master.

Yours, respectfully, GEO. TAYLOR.

WILLIAM TURNER, ESQ.

The testimony clearly shows that, through the master workmen, nearly all the workmen in the yard were selected by members of Congress and *mostly on account of political services.* One of the master workmen testifies that when unfit men were pressed upon him by members of Congress he reported it to the naval constructor, Mr. DELANO, and the reply was, "He was sorry for me, but he could not help it." He informed Capt. ROOTES, who said "he saw it but could not help it." It was reported in the yard, and the report acted upon, that it was the order of the Secretary that the patronage of the different departments was to be divided and distributed among the members of Congress.

That this report was well founded the following correspondence will show:

NEW-YORK, July 27, 1858.

MY DEAR SIR: I have applied to Mr. FRAGANZA, master joiner of the Navy-yard, to give employment to a few men, good workmen and worthy persons, in my district. Although he has 150 men or thereabouts in his shop, he has not done so.

I have only sent one letter of recommendation to him, but no attention has been paid to it beyond the answer that when he put on an additional number of men to work he would then see what he could do.

I appeal to you to vindicate my district from this unjust and partial discrimination.

Mr. FRAGANZA admits he has not one man in his shop from my district.

If I have not misunderstood your views, it is your wish that the masters should select from the different districts adjacent to the yard, in equal proportions upon the recommendation of members, the workmen employed in the shops, &c. Truly yours, D. E. SICKLES.

The Hon. ISAAC TOUCEY, Secretary of the Navy, Washington.

NAVY DEPARTMENT, Aug. 2, 1858.

SIR: The Department has addressed the commandant of the Navy-yard at New-York on the subject of your letter of the 27th ult. ISAAC TOUCEY.

The Hon. DANIEL E. SICKLES, New-York.

NAVY DEPARTMENT, July 30, 1858.

SIR: The Hon. Mr. SICKLES has complained to the Department that an unequal and unjust course is pursued towards his District by Mr. FRAGANZA, the master-joiner, who, though he has about 150 men under him, has not employed a single person from his District, although Mr. SICKLES has made only one recommendation.

The Department desires that a fair and liberal course be pursued toward Mr. SICKLES' District, and wishes you to inquire into and report upon this matter.

I am, respectfully, your obedient servant,
ISAAC TOUCEY.

Commodore L. KEARNY, Commandant Navy-yard, New-York.

NAVY YARD, NEW-YORK, Aug. 5, 1858.

SIR: On receipt of the Department's letter of the 30th ult., Mr. FRAGANZA, the master joiner of this yard, was called on for an explanation in regard to the complaint made by the Hon. Mr. SICKLES. Mr. FRAGANZA'S letter, in answer to the subject, is herewith respectfully submitted.

The department letter of the same date, with reference to the selection of their foreman by the master workmen, was also received, and on the recommendation of Mr. KENNEDY, the master stone cutter, I sanctioned the rating of a foremen, named by him, and the discharge of the person who had previously held that position.

Believing that I have carried out the intentions of the department's order, I would like to be informed if the course pursued in this instance meets its approval.

I have the honor to be, Sir, very respectfully your obedient servant.

Hon. ISAAC TOUCEY, Secretary of the Navy.

*This is certainly very extraordinary business on which to detail an officer of the highest rank known in the Navy of the United States.*

The natural result followed: many of them employed were of an inferior class of men. With rare exceptions good workmen would not humble themselves to seek from a politician a job of work when they can get it elsewhere. A master workman testified that the poorest workmen were pressed upon him with the most pertinacity. ROMEO FRAGANZA one of the master workmen, writes the department under date of Aug. 5, 1858, "In eight Congressional districts who claim the patronage of the yard, in nine cases out of ten the men who are most strenuously recommended are very indifferent hands, many of whom cannot obtain employment from private employers." Men from the laborers' gang, who knew nothing about painting, were ranked as first-class painters, (FITZGERALD,) others as blacksmiths, &c.; and so on in the different departments. Laborers were employed to act as clerks and to work as carpenters.

Worthless persons, old men, physically unable to work, "primaries," &c., were sent by members of Congress to master workmen, often merely to get rid of their importunities, and they were taken into the several departments, until their unfitness was palpable, and even then in some cases partisan services outweighed public interest. The only department in which the commandant of the yard had a right to appoint the men was the riggers' and the sailmakers' department, usually sailors working under warrant officers of the Navy. Commander ROOTES was applied to by members of Congress to put certain men even in their places, and in some instances he complied.

A system of appointment, so vicious, could not but produce disastrous results. Master workmen neglected their duty. The master of laborers testified that some time after his appointment he continued his business as a tinsmith, two miles from the yard, and attends in the yard about two hours a day. Many of these master workmen transferred to clerks and quartermen duties they should have performed themselves. A general concurrence of many witnesses conclusively proves that the work done by a laborer in the yard did not exceed two thirds of that done for private individuals.

How far, or whether employments were sold in the yard, your Committee have not been able to ascertain. Master workmen testify that offers of money were frequently made to them for employment, but they refused, and direct bribery of that kind could hardly be practiced without exposure. The same offence, however, was repeatedly committed in another way. *The master workmen received presents, or "testimonials," as they were called from the workmen.* This practice was common. Watches, diamond breast-pins, and the like, are the usual gratuities. They were paid for by contributions levied upon the men under them, nominally as voluntary gifts, but really under the fear of removal. The master painter, when appointed, was asked by Captain ROOTES if he knew his duty:

"He said it was to set a good example to the men and keep them at their duty. 'Further,' said he, 'Captain ROOTES, there are not three men in the yard who do the duty of one,' alluding, as I supposed to the painters. I said to him: 'That is the opinion of more than yourself, and I am glad to hear you say what you do; I hope when you come in here, you will set them a good example.' Yet, within two or three weeks after that, my attention was drawn by some person saying that this same master workman was receiving a gold watch from the men in his employ."

This watch cost the laborers $175, all of which was paid by the working men in the painter's department.

The foreman of the shop testifies as follows:

"A young man by the name of LEIGHTON, in the office, first suggested it. He told me that Mr. TURNER would be glad to have it carried through, and I then assisted in the carrying through of it.

*Question*—You went round and collected contributions?

*Answer*—Yes, Sir.

*Question*—Did all the men contribute?

*Answer*—I do not believe there was any who did not.

*Question*—Was there any objection made by the men to making this contribution?

*Answer*—Not at this time, when this contribution was collected; but afterwards, the following pay-day, they had this other tax to pay for him to go to Washington, and they complained of being taxed again.

*Question*—How was this regarded by the men, as a tax or as a compliment to Mr TURNER?

*Answer*—I think if the men were left voluntarily to themselves, they would not have done it; they did it merely through fear that, as some few had started it, if the others did not encourage it, they would be discharged."

A short time afterwards a contribution of $94 was collected from the men to pay Mr. TURNER'S expenses to Washington, under the pretext that he could get the pay of the men raised. Still another collection, of $50 or $60 was taken to defray election expenses. All these contributions were collected between April 1, 1858, and the November election, and from common workmen, whose wages were alleged to be inadequate. Master workmen testified before your Committee with their "testimonials" on their persons. The only case of a refusal of such a donation, brought to the notice of your Committee, was that of ALEXANDER WARD, master of laborers. Shortly after he went into the yard about $100 were collected, to be used in the usual way, before he heard of it. He had the money returned to the men, who were then receiving but $1 12½ a day. In another case about $100 were raised by men under Mr. GRAHAM to aid in the election of Mr. SICKLES, which Mr. GRAHAM, when he learned of it, caused to be returned to the men.

These abuses increased in the yard as the election for members of Congress approached. Members, master-workmen, all were interested in packing the yard. If the master workman was reluctant to increase his force, he was urged to do so by the members of Congress, and was compelled to yield to the demand. In this way the master blacksmith increased his force twenty-five men. He testified that the same general increase, for the same reason, occurred throughout the yard in all the different departments; and that of the force of about 2,400 men thus employed, one-fourth were useless; that it was understood that particular master workmen were to administer this patronage for the benefit of particular members. In most cases this pressure was yielded to with alacrity, and a temporary pressure of work in September, 1858, to fit out the Niagara for Africa, and which lasted for four days only, was made the pretext for retaining men after they were no longer needed. Insubordination increased; in one case the master laborer and a number of men answered roll-call and went to the primary election in Mr. SICKLES' district, and yet drew full pay. A short time before the election the men got to leaving off twenty to thirty minutes before bell-ring in the evening, and would collect near the gate ready to go out of the yard. Commander ROOTES attempted to stop this; as soon as he got near them between the ship houses, some of them, in large gangs, sang out his name, and hooted and hissed him. *The only reason given by Commander Rootes was that the men thought that the members of Congress put them there and could keep them there in defiance of the officers of the yard.*

The same pressure to increase the force was brought to bear upon the naval officers of the yard. When Commander ROOTES sought to remove some of the men after the *Niagara* had sailed, the master of workmen always managed to find something to do. He had no power to remove the master workmen but could complain of them, and suspend them, until an order was received from the department. If this power was exercised, the result was that the delinquent was soon restored to duty. A short time before the election, Mr. SEARING applied to Commander ROOTES to employ some two or three men. He replied that he could not do it, the orders were against it; the masters had that privilege. Mr. TURNER, the master painter, was present, and he said that it was all important to have these men in the yard; that they could control votes to a great number of men, and had a good deal of influence, and it was necessary for the nomination of Mr. SEARING. A few days before the election, Mr. TAYLOR urged Commodore KEARNY to take in a number of men. At this period, on the 27th of October, 1858, when the public welfare demanded the vigilance of the officers of the yard, Commodore KEARNY was relieved from duty, and Commander ROOTES was summarily detached and ordered to Washington by the Secretary of the Navy. Commodore KEARNY was left in the yard until his successor arrived. Their successors could not and did not assume their active duties until after the election. This order was unusual, without motive, and no reason has yet been assigned.

The number of employes in the Navy yards Dec. 1, 1857, was 7,113; May 1, 1858, 6,697; Nov. 1, 1858, 10,638. The chief increase was at Brooklyn and Philadelphia. In Brooklyn the number Dec. 1, 1857, was 1,379; May 1, 1858, 1,379; Nov. 1, 1858, 2,488—or an increase of 1 109 men in five months. In Philadelphia the number, Dec. 1, 1857, was 646; May 1, 1858, 1,064; Nov. 1, 1858, 1,541. During the month of October it ranged from 1,685 to 1,722—an increase of over 600 in four months.

It will be perceived, thus, the highest number at New-York was about the 1st of November, and at Philadelphia about the middle of October.

### THE NAVY AGENT.

GEORGE N. SANDERS, the Navy Agent at New-York, disburses about $4,000,000 annually. By law he is appointed for four years, but removable from office at pleasure. His salary is not to exceed $3,000 per annum. His duties are not prescribed by law but are fixed by regulations of the department. He is therefore, as to term of office and duty, entirely subject to the discretion of the executive. By the act of March 3, 1843, all materials, of whatever name or nature, for the use of the Navy, *when time will permit*, shall be furnished by contract by the lowest bidder.

Fuel, and a few other specified articles are exempted by subsequent laws. Contracts are annually made by the different bureaus for the articles supposed to be wanted; but articles are often needed not embraced in the contract. Under the implication arising from the words "when time will permit," if articles not covered by the contracts and not in the Navy stores are needed, they are bought by "open purchase," under the direction of the Navy Department. The Navy Agent, among his other duties prescribed by the Department, pays for all articles, purchased at New-York by contract, and makes all open purchases.

All the articles were purchased upon the assumption that time would not admit of their being purchased by contract. The evidence clearly shows that articles thus purchased were bought at a much higher rate than the contract price. Thus, iron of prescribed sizes in 1853 was 3½ cents per pound by contract. Yet a quantity of iron for hooping the spars of the frigate *Congress* was needed. There was a slight variation in the size of the iron from that furnished by contract of the 2,000 pounds required. 1,635 pounds were bought on open purchase at 5½ cents per pound.

When articles are needed not embraced in a contract a requisition is made out by the master workman, certified to by the constructing engineer, or naval constructor, as the case may be, and commandant of the yard, and sent to the Navy Agent. It then becomes his duty to enter the market, and purchase the article needed at its fair market value. Instead of this being done in the City of New-York, the requisitions are generally handed over to CHARLES A. SECOR & Co., ship chandlers, of New-York, and they furnish the article. One of the firm is the security for Mr. SANDERS on his official bond, and is his intimate and confidential friend. The articles called for are furnished by them, whether within the line of their business or not, and sent directly to the yard. The Navy Agent has followed this course during his term, and never sees the articles, fixes their prices, or knows when, of whom, or at what price SECOR gets them, and yet claims that he is appointed to make the purchase, and is accountable for the prices.

When the articles reach the yard a junior officer of the yard inspects them, to see if they are good, and to satisfy himself if they are charged at fair market prices. To do that he sometimes has sent to the City of New-York to make inquiries, but usually he took the price presumed to

and have just had an interview with the Secretary of the Navy. He informs me that all the machinery will be given out *on contract*, except, perhaps, what is made in Washington. The Secretary will advertise for bids, but will not give it to the *lowest bidder*; he will contract with the offer which he thinks is best for the Government. Now, I think I can serve my town and constituents by securing a fair portion from those who want these contracts; with this the Secretary has nothing to do; but we can do a great deal ourselves by being ready to meet these contractors. I will write you again soon, and send you the notice when the Secretary advertises.

Truly yours, J. GLANCY JONES.

General W. H. KEIM.

Under this agreement Mr. JONES did get work for the forge in 1854, for the steamer *Wabash*, amounting to $10,000 or $11,000, upon which he was entitled to five per cent. The contract for the work was made with MERRICK & SONS.

Gen. KEIM ceased to be Secretary and Treasurer of the Company in the Spring of 1855, and was succeeded by M. A. BERTOLET. Mr. BERTOLET testifies that the contract with Mr. JONES was frequently spoken of in the meetings of the Board, when the justness of paying him what was agreed upon was spoken of. On two or three occasions the witness met Mr. JONES and told him he was very sorry that the concern was in such a condition pecuniarily, that he did not see how he could pay him any money then. He testifies he always understood that Mr. JONES was the agent of the company, and that the company had either agreed with him or proposed within themselves to give him a certain per centage for such work as should be procured through his agency. He testifies that Mr. JONES did get work for them from the Government in 1855, in the repair of the *Minnesota*, the amount of which was $3,109 48, and that this sum was paid to the forge company by the Government. It also appears from the books of the company that the forge company did work for the Government in 1856, in the items amounting to $6,481 16, and for contracts under the Government for a large amount. Mr. BARTOLET continued in office but one year, and was succeeded by CHARLES MCCLENIGAN who is now in Rio Janeiro.

PETER MCLAUGHLIN became secretary on the 20th of September, 1858. The Company failed about three months afterwards. During all this time the forge did a large amount of work for the Government and its contractors. Mr. MCCLENIGAN writes to the creditors of the Company under the date of Nov. 25, 1857, "our prospects for the future are very flattering, as we have at this time *positively secured* the forging for three of the United States sloops, and a very fair chance for the forging of the remaining two; also the Government work which we at present are looking after."

The agency of Mr. JONES was known generally. At New-York it was supposed to be an ownership of the forge. Mr. BARTOL, a partner or agent of the firm of MERRICK & SONS, Philadelphia, writes, under date of July 24, to the superintendent of the forge: "Colonel FLORENCE, who is just from Washington, says it is settled fact that two of the new sloops are to be built here." After suggesting that the forge bid for the machinery of one of them, he inquires: "Will Mr. JONES support your proposition so as to get the job?" The reply of the Treasurer in due time declines the offer, and says: "Mr. JONES is also of opinion that it might seriously affect the interest of the Forge Company.

No account was opened with Mr. JONES in the ledger of the Reading Forge. The check-book of the Company was not before your Committee. How much he received for his services, how much is due to him still on his contract, it is impossible to tell. In the expense account, items of money paid to Mr. JONES at various periods were found as follows:

"Oct. 2, 1854. Office expenses debtor to the Farmers' Bank for check No. 523, drawn to pay J. GLANCY JONES' expenses to Washington City, $30.

Nov. 25, 1856. Office expenses debtor to Farmers' Bank for this amount, check No. 858, sent to J. GLANCY JONES for expenses in procuring work for the Reading Steamforge, $250.

Sept. 28, 1857. Office expenses for this amount, borrowed money of A. J. NICHOLS, to pay J. GLANCY JONES, Esq., expenses to Washington on Forge Company, and returned the same in check No. 1,038, $100."

The undersigned therefore report that *the Hon. J. Glancy Jones did, while a member of this House, enter into a contract with the Reading Forge Company by which he agreed to procure work for it from the Government, in consideration of which he was to receive five per cent. commission; that he did procure contracts to be made between the Government and said Reading Forge, in which he was interested to the amount of said commission; and that he did receive money from said Company for said service.*

The evil tendencies of such transactions are manifest. If members of Congress and other officers of the Government may be employed with money to solicit at the executive departments and bureaus for contracts and jobs, it cannot be expected that their influence will be resisted. The law will soon be disregarded, and offices, employments and contracts will be bartered and sold without regard to the public service.

By the first section of the Act of April 26, 1808, it is provided thus:

"No member of Congress shall, directly or indirectly, himself or by any other person whatsoever, in trust for him, or for his use or benefit, or on his account, undertake, execute, hold, or enjoy, in the whole or in part, any contract or agreement hereafter to be made or entered into with any officer of the United States, or with any person authorized to make contracts on the part of the United States; and if any member of Congress shall, directly or indirectly, himself or by any person whatsoever, in trust for him, or for his use or benefit, or on his account, enter into, accept of, agree for, undertake, or execute any such contract or agreement, in the whole or in part, every person so offending shall for every such offence, upon conviction, &c., be adjudged guilty of a high misdemeanor, and shall be fined $3,000, and every such contract or agreement as aforesaid shall be absolutely null and void."

By the third section of the same act it is provided

"In every such contract or agreement to be made, or entered into, or accepted, as aforesaid, there shall be inserted an express condition that no member of Congress shall be admitted to any part of such contract or agreement, or to any benefit to arise therefrom."

The interest of Mr. JONES in the contracts between the Government and the Reading Forge Company, was certain, direct, and purely of a pecuniary nature.

By the third section of the act of Feb. 26, 1853, it is provided that, if any member of Congress shall, for compensation paid or to be paid, either certain or contingent, act as agent or attorney for prosecuting any claim against the United States, or shall receive any share or gratuity, or interest, in any claim, &c., he shall be liable to indictment as for a misdemeanor; the penalty is a fine of $5,000, or imprisonment, or both.

The clear design of these laws was to prevent a member of Congress from having any pecuniary interest in a contract with any officer of the Government, or in any other claim against the Government. Whether a contract of agency to procure contracts from the Government where the compensation is a percentage on the amount of the contract, is embraced in the language of the law might be a matter of doubt; but it is clearly within the spirit of the law, and is most pernicious and corrupting in its effects. In the one case an interest in the contract would be disclosed by the contract itself; while in the other case it may be more readily concealed or covered under the pretext of local interest for constituents.

The undersigned recommend, in order to remove all doubt as to the meaning of the act of April 26, 1808, the passage of a provision of law to punish as a misdemeanor any member of Congress who, for money, acts as an agent in procuring contracts with the Government.

After exposing similar corruptions in other cases, for which we have not room, the Committee conclude their report by recommending the adoption of the following resolutions:

*Resolved*, That the Secretary of the Navy has with the sanction of the President, abused his discretionary power in the selection of a coal agent, and in the purchase of fuel for the Government.

*Resolved*, That the contract made by the Secretary of the Navy, under date of Sept. 23, 1858, with W. C. N. SWIFT, for the delivery of live oak timber, was made in violation of law, and in a manner unusual, improper, and injurious to the public service.

*Resolved*, That the distribution by the Secretary of the Navy of the patronage in the Navy-yard, among members of Congress, was destructive of discipline, corrupting in its influence, and highly injurious to the public service.

*Resolved*, That the President and Secretary of the Navy, by receiving and considering the party relations of bidders for contracts with the United States, and the effect of awarding contracts upon pending elections have set an example dangerous to the public safety, and deserving the reproof of this House.

*Resolved*, That the appointment by the Secretary of the Navy of DANIEL B. MARTIN, Chief Engineer, as a member of a Board of Engineers to report upon proposals for constructing machinery for the United States, the said MARTIN at the time being pecuniarily interested in some of said proposals, is hereby censured by this House.

All of which is respectfully submitted

JOHN SHERMAN.
DAVID RITCHIE.

# LAW REPORTS.

COURT CALENDAR—FRIDAY, Feb. 25.

SUPREME COURT—GENERAL TERM.—The balance of the Motion Calendar will be called, and Nos. 55, 6, 58, 59, 60, 64, 4, 28, 66 to 69 enumerated calendar.

CIRCUIT.—Nos. 153, 196, 396, 1053, 1585, 1586, 1520 1730, 1819, 1790, 1990, 2052, 2058, 1990, 1990, 2063, 2103 to 2106, 2142, 2224, 2314, 2316, 2317, 2551, 2639, 2764, 2822, 2851, 2893, 2347, 2548, 2482, 2445, 2870, 2889, 3042, 3037½, 3069, 3075, 3097, 3110, 3122, 3147, 3137, 3142, 2893, 3033.

COMMON PLEAS—*Part I.*—Nos. 80, 32, 81, 82.

## Trial of Abraham B. Thompson for the Murder of Daniel Stackpole—The Recorder's Charge.

THIRD DAY.

COURT OF GENERAL SESSIONS.

Before the Hon. Recorder Barnard.

Mr. James T. Brady resumed his defence of Thompson, yesterday, by calling several witnesses to the character of his client, in respect to "peace and quietness." The responses were satisfactory to the counsel, and the witnesses appeared to be respectable and worthy of all credit. Their evidence terminated the case for the defence, after which Mr. Brady summed up to the Jury, in a somewhat brief but brilliant address. His chief point was, that there was only one wound given to the deceased, and that the testimony of the doctor who made the *post-mortem* examination, showed that that wound might have been given either with the bayonet, in the hands of Thompson or with the sword which Moore carried. The evidence on the side of the prosecution, and that of the defence was very conflicting, but it was shown by both parties that there was no shadow of pretence that Thompson had any quarrel with the deceased, or grudge against him. By a majority of the witnesses he was not seen mingling in the affray at all.

The Assistant District Attorney replied for the prosecution. The Recorder then delivered his charge to the Jury. It was quite impartial, and did great credit to His Honor's judicial position.

The case submitted to you, gentlemen, (he said,) is one of the greatest interest and the deepest responsibility. Every such case, involving, as it does, the life or death of a human being, is calculated to impress strongly upon the minds of a Jury a sense of the important and careful examination necessary to be exercised by them in determining the guilt or innocence of the accused. To the prisoner, indeed, it is one of fearful responsibility, for his life is dependent on the result; while to the community it is of equal regard, inasmuch as the welfare of society depends upon the prompt and faithful administration of justice and execution of the law. Every case, especially if it be of the magnitude of that of which the prisoner is charged, should be decided with the utmost rigor of impartiality. Throw aside all exterior considerations, and give to all parties, high or low, rich or poor, respected or despised, the same equal and exact justice. Human life is sacred, and should not be sacrificed unless there is a paramount necessity for so doing; but that necessity always exists, whenever it is made plainly to appear that an individual, without legal cause or excuse, has taken the life of a human being. Sympathy for the living should not blind you to the necessity of justice for the dead. Punishment is intended to accomplish a two-fold object—first, to mete out to an offender an adequate penalty for his violation of law; and, secondly, to operate as an example to the community at large.

The prosecution in this case allege that Daniel Stackpole, on the 18th of November, 1858, at or near the River House, at Harlem, in the County of New-York, came to his death by violence inflicted upon him by David Fox, Abraham D. Thompson, and Charles Moore. For the purpose of substantiating the charges made against the prisoners, the prosecution have introduced a number of witnesses, who have given you an account of the transaction as it appeared to their eyes. From the testimony of Doctor Donaghe, it became evident to me that David Fox was not a principal in the homicide. I shall therefore make such observations, bearing on the case, as shall strike me to be pertinent and proper, with reference solely to the question of the guilt or innocence of Thompson and Moore. Although only one, Thompson is on trial, yet the testimony is of such a character that it becomes necessary to deal with it as though Moore and Thompson were on trial also. In this, as indeed in nearly every important case, especially where the transaction is seen by a large number of persons, statements have been given by different persons utterly at variance with each other, and indeed almost irreconcileable with truth. It is for you to look at and weigh the testimony of the different witnesses, to see which is true and which false,—and that can only be done by carefully sifting the evidence of each individual, and determining if he is corroborated or impeached. If he is impeached his testimony should be rejected, if not, received.

Two facts are admitted: First, that on the day in question Daniel Stackpole lost his life by violence; second, that it was so lost by his being stabbed by some sharp-pointed instrument in the hands of some person, leaving the only question to be decided by you as to who did it. If the facts proved do not render it morally certain that Thompson inflicted that fatal blow, then he cannot be convicted, unless you find from the evidence that Moore inflicted the blow, and that Thompson was acting in concert and aiding and abetting Moore. All persons who are present at the commission of a felony, aiding, abetting and assisting in the commission or execution thereof, are equally guilty. It must appear, however, either by positive or inferential testimony, that there was a common design on the part of Thompson, Fox and Moore to take the life of Daniel Stackpole. To constitute murder, a premeditated design need not have existed for any particular length of time; if, therefore, Moore or Thompson, as they approached the deceased and came near enough to stab him, first formed a design to kill him and in pursuance of such design did inflict a wound whereof he died, they are guilty of murder. The design to kill, however, must have been formed by both Thompson and Moore together. That is, they must have, both of them, had such an intention previous to the stab. If only one had such an intention, and he inflicted the blow, then the other is not guilty. There must have been a joint illegal intention to do the wrong on the part of both Moore and Thompson. If you find from the evidence that both Thompson and Moore were behind the deceased as he was ascending the Railroad bank, and that one of them inflicted the fatal blow, with the intent to kill, then he alone is guilty, unless both had a like wicked intention; in which case both are equally culpable. The intent to kill may be made to appear either by positive or inferential evidence—positive when it is evident from the declarations or confessions of a prisoner—or inferential from the nature of the transaction, the manner of the occurrence, character of the weapons used, or the determination manifested to accomplish the purpose. The law presumes that every man intends the natural and necessary consequences of every act deliberately done. If, therefore, a killing be proved, and nothing further shown, the law presumes that it was malicious and an act of murder. The burden of proof to overthrow this presumption lies with the prisoner.

The Recorder, after further reviewing the important points of the case, concluded by inducting to the many the different ways in which the law would allow them to arrive at a verdict. If they found that the stab, which caused the death of Stackpole, was inflicted by Thompson, then Thompson must be convicted of murder. If they found that the stab was inflicted by Moore, Thompson aiding and abetting, then both were guilty in the eye of the law, and they must convict Thompson. If Moore pursued Stackpole with the intention of killing him, and Thompson pursued him, with no such intention, then Thompson, not being aware of Moore's intention, was not guilty of murder. If they were unable to find that Thompson pursued Stackpole with a murderous intent, they might find him guilty of manslaughter in the third degree. If they had any doubt as to his complicity in the fatal transaction, any reasonable and rational doubt, they must acquit him altogether.

The Jury retired from the Court, and were absent fifteen minutes. They returned with a verdict of "Guilty of Manslaughter in the Third Degree." They were dismissed with the thanks of the Court. The prisoner will be sentenced on Saturday.

SUPREME COURT—SPECIAL TERM.—FEB. 24.

Before Justice Sutherland.

*Felix W. Minaldi* vs. *Concetta N. Minaldi*—Report confirmed, and judgment of divorce granted.

Before Justice Ingraham.

*James L. Jackson* vs. *John Stuart et al.*—Referred to R. C. Beamish to appoint a receiver to take the necessary security.

*Aaron H. Bean* vs. *Thomas B. Rhett.*—Referred to R. C. Beamish to appoint receiver to take security.

*Hugh Ward* vs. *Francis B. Dane et al.*—Motion granted on payment of $10 costs.

*George I. N. Zabriski et al.* vs. *Isaac P. Prosser.*—Motion denied. Plaintiff's costs $10, to abide event.

*Mary G. Miller et al.* vs. *Augustus Miller.*—Motion granted, that next friend pay the costs within ten days, or show cause on the first Monday in March next, why attachment should not issue.

*David Leavit, Rec.* vs. *John L. Graham et al.*—Reference ordered to Stephen Cambreling.

*John A. Davis* vs. *D. C. Newell.*—Motion granted without costs.

SUPERIOR COURT—SPECIAL TERM.

Before Justice Hoffman.

*Henry Traumann* vs. *Anthony Gies.*—Motion for a new trial denied, with $7 costs.

COMMON PLEAS.—TRIAL TERM.

Before Judge Daly.

*Hart* vs. *Beers.*—In this case, which was a suit brought to recover possession of certain property, and was reported in yesterday's TIMES, the Jury found a verdict for the plaintiff. They assessed the value of the property at $475, the amount claimed.

### Recent Cases.

ACTION OF TORT—SEVERANCE OF DAMAGES—REPORT OF REFEREE.

*P. O'Shea* vs. *J. G. Shea and James B. Kirker.*—(Superior Court, General Term.)—Mr. P. O'Shea is a bookseller of some years standing in this City, and Mr. J. G. Shea is author of the *History of Catholic Missions* and other works, published by the house of Dunigan & Brother. In 1856 Mr. Shea experienced some difficulty in respect to the receipt of letters, owing to his name being confused with that of Mr. O'Shea. Mr. Shea published a card stating that he was "a different person from Patrick O'Shea;" and also that "letters and papers for him (Shea) are constantly by misdirection sent to that person, (O'Shea,) who takes the liberty of keeping, answering and acting on them. This card was published in a circular, under the name of Edw. Dunigan & Brother, which establishment was carried on by Kirker.

P. O'Shea commenced this action for libel; it was referred to a referee; who found as matter of fact, among other things, that the plaintiff did not keep, answer or act upon letters which were by misdirection sent to him; and that the alleged libelous matter was wantonly and unjustifiably made and published; and that the plaintiff is entitled to recover damages.

He *severed the damages*, finding "that the plaintiff has sustained damages from the defendant Kirker to the amount of $150, and damages from the defendant, John G. Shea, to the amount of $600."

On this report the plaintiff entered *one* judgment against *both* defendants for $600; from which the present appeal was taken.

The Court, Chief Justice BOSWORTH delivering the opinion, sustains the judgment. They hold that in an action for a joint tort, where it is established that all defendants jointly did the wrong complained of, the damages cannot be severed. The plaintiff, in such a case, is entitled to a judgment against all, jointly, for the whole amount of damages which it is proved that such wrong caused him. If the action had been tried by a jury, and they had severed the damages as the referee did, such a judgment as was entered could not be reversed on the mere ground that it had been entered against all for the larger sum.

That the provisions of the Code as to the trial of actions by referees, and as to the judgment to be entered upon their report, did not make it necessary that a new trial should be ordered, or preclude the plaintiff from entering a judgment against all defendants for the larger damages found.

The following is an extract from the concluding portion of the opinion:

"The questions presented by this appeal may be briefly stated thus: These defendants have been sued together, and are charged with having jointly committed a tort. On a trial of the issues joined in the action between them and the plaintiff it has been proved that they jointly did the wrong, and that the plaintiff has been damaged thereby to the amount of $600. These facts have been established by competent and sufficient evidence. Judgment has been entered against both defendants for $600. This is the proper judgment. To the facts that the Referee severed the damages, assessing them at $150 against one defendant and at $600 against the other, and decided that judgment should be entered accordingly, require a reversal of the judgment that has been entered? Or shall such severance of damages and the decision founded on it be disregarded, and the judgment which is right in itself and according to law, be affirmed. We are of opinion that it should be affirmed."

JOS. T. Brady for appellant; Wm. Fullerton for respondent.

SURETY—WHEN DISCHARGED BY NEW AGREEMENT WITH PRINCIPAL—SUBROGATION.

*Basil Heineman* vs. *William V. R. Lansing.*—(Supreme Court—Circuit.) This was a cause tried by the Court without a jury. The proceedings, as on the trial, were reported in the TIMES of January 21. The action was on a promissory note. Acker & Harris were merchants doing an extensive business and borrowed money of the plaintiff on the hypothecation of sundry collaterals; among which was the note in suit, or it was an accommodation note lent by defendant to Acker & Harris. A. & H. failed, and made a general assignment for the benefit of creditors, giving preferences, among others to the note in question, then held by the plaintiff. The plaintiff, in conjunction with the other preferred creditors, signed a consent that the assignee might sell the assigned property on six months' credit, and might sell at a discount not exceeding a certain rate, the notes taken on such sale.

D. Lord, for defendant, insisted that defendant, being mere surety to plaintiff for Acker & Harris, the plaintiff had interfered with the defendant's rights and perilled them, to such a degree as to discharge the surety.

The agreement allowing the assignee to sell on credit, was mutual between the creditors, and that mutuality constituted a valid consideration—and the arrangement made the assignment void, *ex post facto*, and thus endangered the position of the surety, who had a right to be subrogated in the place of the creditor.

J. W. Edmonds, for plaintiff, insisted that the right of subrogation did not attach until payment by the surety, citing Ontario Bank *vs.* Walker, 1 Hill, 652; Matthews *vs.* Aikin, 1 Comst., 595; and in this case the defendant, by paying this note, could at once have come into possession of all the rights of the plaintiff under the assignment unimpaired. That the contract of suretyship implied the right in the surety to expect that the creditor will not wantonly lose or destroy the claim against the principal debtor with the intention of falling back on the surety. (1 Pars. on cont., 512.)

And that the arrangement between the creditor and the debtor which discharges the surety, is one which interferes with the right of the surety to pay the debt, and have an immediate session of all the creditor's remedies against the principal. (Bangs *vs.* Strong, 4 Comst., 325.) Here there had been no such interference.

Besides, here was no time given for the payment of the debt; and the giving time to operate as a discharge of the surety, must operate on the very instrument by which the surety is bound. (United States *vs.* Hodge, 6 How. U. S. R., 282.) And the act which is to discharge the surety must be one injurious to the surety, (1 Story Eq. J., § 325,) which this is not.

CLERKE, J.—Even supposing that the defendant stands in the relation of surety for Acker & Harris, there is no proof whatever of a valid agreement by the plaintiff to the principal debtors, extending the time for the payment of the debt.

On this ground, then, the defence completely fails. It can only rest on the allegation that the plaintiff intermeddled with the fund from which the debts would otherwise have been paid. This may, under certain circumstances, be sustained as an equitable defence, but the evidence does not disclose such a depreciation of the assigned property as to render it insufficient, ultimately, for the discharge of all the debts of Acker & Harris. Moreover, if the defendant claims to be a surety, he could have paid the principal debt, when or after it became due. He would then have been subrogated to all the rights of the plaintiff, and would have been enabled to exercise all the control over the assigned property, which he complains the plaintiff has exercised. I think he cannot, on the ground of equity, set up any act of the plaintiff which he, by fulfilling his contract in due time, taking up his notes might have prevented.

Judgment for plaintiff. Note, $1,427 10, with interest from the time of entering judgment.

# GENERAL MARKETS.

NEW-YORK, Thursday, Feb. 24, 1859—6 P. M.

The reported receipts of the principal kinds of Produce, since our last, have been 37 bbls. Ashes, 4,795 bbls. and 528 bags Flour, 377 bushels Wheat, 410 bushels Malt, 1,722 pkgs. Provisions, and 239 bbls. Whisky.

ASHES—The demand is fair, and prices are sustained. Pots, $5 62½@$5 68¾; Pearls, $5 87½ @ 100 lbs.

COTTON—Has been in very slack demand, and sales have been confined to 300 bales at, nominally, previous figures.

NEW-YORK CLASSIFICATION.

| | Upland. | Florida. | Mobile. | N. O. & Tex. |
|---|---|---|---|---|
| Ordinary, ₱ lb | 10 | 10 | 10⅛ | 10¼ |
| Middling, ₱ lb | 11¾ | 11¾ | 12 | 12¼ |
| Middl'g Fair, ₱ lb | 12⅜ | 12¾ | 13 | 13¼ |

FLOUR AND MEAL—The demand is good for desirable lots of State and Western Flour, but the prices generally offered by purchasers do not satisfy holders, who are steadily increasing their claims. Hence business exhibits less vigor. Sales have been made of 9,500 bbls. within our revised range.

| | |
|---|---|
| Unsound State, ₱ bbl | $4 90@ 4 60 |
| Superfine State | 5 30@ 5 50 |
| Extra State | 5 90@ 6 10 |
| Superfine Western | 5 40@ 5 60 |
| Fancy Ohio | 5 55@ 5 65 |
| Extra Indiana and Michigan | 6 10@ 7 50 |
| Extra Ohio | 6 35@ 7 75 |
| Fancy Genesee | 6 25@ 6 35 |
| Extra Genesee | 6 65@ 8 00 |
| Low to very choice Extra Missouri | 6 75@ 8 75 |

Southern Flour is in pretty active request at buoyant prices. Sales 2,250 bbls. at $6@$6 30 for mixed and straight brands; and $6 35@$8 75 for low fancy to very choice extra brands, ₱ bbl. Best family extra Knoxville brands bring $8 75 ₱ bbl. Canadian Flour, Rye Flour and Corn Meal remain as last noticed.

GRAIN—Wheat is in good request, and good, clean lots are held with much firmness, the supply of which, immediately available, is moderate. Sales have been reported since our last of 23,500 bushels, including fair White Michigan at $1 50; mixed Western, at $1 25 @$1 40; unsound Chicago Spring, at 98c.; prime White Kentucky, at $1 73@$1 75; mixed Southern, at $1 45, ₱ bushel. Corn is quiet, to-day, owing, in part, to the advanced prices asked by holders for sound lots, especially of new. Sales have been confined to about 6,500 bushels, at 83c.@85c. for good to choice new Yellow Jersey and Southern; 82c.@85c. for ordinary to choice new White Southern; 81c.@83c. for ordinary to good new White Jersey; and (nominally) 64c.@66c. for old mixed Western, ₱ bushel. Rye is selling, in lots, at 83c.@86c. ₱ bushel. The receipts and available supply are quite limited. Barley is in slack demand, and is depressed at from 75c.@95c. ₱ bushel. Oats are moderately inquired for at former rates. Canada and Prince Edward's Island, 61c.@ 63c.; Western, 60c.@62½c.; State, 54c.@57c.; Jersey and Pennsylvania, 50c.@54c.; Southern, 47c.@53c. ₱ bushel.

HAY—Sales 40 bales North River at 70c.@75c. ₱ 100 lbs.

PROVISIONS—Pork has been purchased to the extent of only 700 bbls., in lots, at $18 25 for new Mess; $17 75 for old Mess; $20 25 for clear; and $13 25 for prime, ₱ bbl., the market closing heavily. Cut Meats are more plenty, and are in demand, including Hams at 8½c.@9½c., and Shoulders at 6¾c.@7c. ₱ lb. Bacon is more abundant and is depressed, at 8¾c.@10¼c. ₱ lb. Lard has been less freely dealt in, sales having been confined to 500 tcs. and bbls., in lots, at 11¾c.@12¼c. for ordinary to strictly prime, ₱ lb. Beef is in good request and is stiffly held. Sales, to-day, 550 bbls., in lots, at $9@$11 for repacked Western Mess; $11 50@$12 25 for extra do.; $8@ $9 50 for Country Mess; $5 75@$7 25 for do. Prime, ₱ bbl.; Prime Mess Beef, $17@$20 ₱ tc. Beef Hams, $14 50@$17 75 ₱ bbl. Butter is in request at 11c.@ 19c. for Ohio; 16c.@23c. for common to good State, and 25c.@27c. for prime to choice State, ₱ lb. Cheese is in demand at 9c.@13c. ₱ lb.

RICE—Sales have been reported of 125 tcs., in lots, chiefly at $3 50@$4 ₱ 100 lbs.

SUGARS—The demand has been less active, yet prices have not varied; sales, to-day, 120 hhds. New-Orleans, at 7c.@8c., and 185 hhds. Cuba Muscovado, at 6¾c.@7c. ₱ lb.

TALLOW—Sales 8,000 lbs. on private terms.

WHISKY—Sales 300 bbls., chiefly at 27c. ₱ gallon.

FREIGHTS—For Liverpool, there were taken 600 bbls. Resin, flat ls. 10½d.; 150 boxes Cheese and 15 tons Seed, at 25s.; 10 hhds. Tobacco, at 20s.; 119 bales do., at 2s., and 20 boxes do., at 18d. For Bremen, 100 boxes Extract Logwood, on private terms. For other ports nothing really new.

# LECTURES.

## RUTGERS INSTITUTE COURSE.

OF

ASTRONOMICAL LECTURES

BY

Prof. O. M. MITCHEL.

The third Lecture in this Course, at Rutgers-st. Church, SATURDAY EVENING, Feb. 26. Subject—*An examination of the Astronomical Illustrations and Allusions found in the Bible.*

Doors open at 6½; Lecture to commence at 7½ o'clock. Tickets 25 cents, obtained at the door, and on Broadway at Hall & Son's; D. Appleton & Co.'s; Crowens and Breusing's Bookstores; at Ivison & Phinney's, No. 48 Walker-st.; Gen Grant's, at Lord & Taylor's, and Adam's; at apothecary's, No. 6 Bowery; corner East Broadway and Market-st.; corner East Broadway and Jefferson-st.; corner Division and Clinton sts., and at the Institute, No. 264 Madison-st. HENRY M. PRICE, Principal.

JUDGE EDMONDS' GREAT LECTURE.

"SPIRITUALISM IN HISTORY." ONLY 5 CENTS.

Published in the *Spiritual Telegraph*. Get it at the periodical depôts, or it will be mailed to order. Address CHARLES PARTRIDGE, No. 125 Maiden-lane.

GYMNASIUM.—MR. HENRY GEBHARD respectfully informs physicians, parents, guardians and all lovers of physical exercises that his new course of Therapeutic Gymnastics, as far as they are calculated to remove existing diseases and anomalies, particularly of Orthopedic Gymnastics, when directed against the various deformities of the human body, innate or acquired, and also of Hygienic Gymnastics, as far as they are calculated to prevent diseases, to preserve health and vigor up to the highest age, and to insure a sound and normal development of the growing body, will commence on MONDAY next. New classes for Ladies, Gentlemen and Children will be formed. For circulars address to the GYMNASIUM, Stuyvesant Institute, No. 659 Broadway.

HATFIELD YOUNG MEN'S CHRISTIAN ASSOCIATION.—The Eighth Lecture in the Course, will be delivered in Dr. Hatfield's Church, corner 9th-av. and 31st-st., on MONDAY EVENING, Feb. 28, by the Rev. HENRY WARD BEECHER. Subject—*Christian Commonwealth.* Mr. S. LASAR will play on the organ Mendelssohn's "Antigone of Sophocles," commencing at 7½ o'clock. Lecture will commence at 8 o'clock. Tickets, 25 cents, can be had at the door, or of John McKechnie, No. 440 8th-av.; Samuel Campbell, No. 351 8th-av.; A. Ranney, No. 293 Broadway; Pangburn & Candee, No. 160 9th-av.; A. W. Walker, No. 352 9th-av.

SPIRITUALISM.—THE REV. T. W. HIGGINSON, of Worcester, Mass., will deliver a lecture before the New-York Spiritual Association, at Dodsworth Hall, No. 806 Broadway, next SUNDAY MORNING, the 27th inst., at 10½ o'clock. Subject—*Dangers and Extravagances of Spiritualism.* And in the evening at 7½ o'clock. Subject: *Unfair Objections to Spiritualism.* Seats free in the morning. Admittance 10 cents in the evening.

A LECTURE BY FRANCIS JOHN TUCKER on Physiognomy (the face) will be given at Clinton Hall, Astor-place, New-York, on FRIDAY EVENING, the 25th inst. The Lecture will be illustrated by various diagrams, busts and paintings. Tickets, 25 cents. For sale at the principal book stores and at the door.

THE IDOLATRY OF THE NINETEENTH CENTURY.—Last lecture but one of the "Catholic Sunday Evening Course," next SUNDAY EVENING, at Mozart Hall, No. 663 Broadway, by J. VINCENT HUNTINGTON, author of "Blonde and Brunette," "Lady Alice," &c. Tickets 25 cents.

DR. GILBERT LECTURES THIS EVENING in the Attorney-st. Church, near Delancey, on *The Digestive Organs, and showing how Blood is made and circulated, &c.* A private lecture to ladies at 3 P. M., and to gentlemen on SATURDAY EVENING at 7½.

# AMUSEMENTS.

LAURA KEENE'S THEATRE.

LAURA KEENE'S THEATRE.
LAURA KEENE'S THEATRE.
LAURA KEENE'S THEATRE.
LAURA KEENE'S THEATRE.
OUR AMERICAN COUSIN,
OUR AMERICAN COUSIN,
OUR AMERICAN COUSIN,
OUR AMERICAN COUSIN,
OUR AMERICAN COUSIN,
ONE HUNDRED AND TWELVE NIGHTS,
ONE HUNDRED AND TWELVE NIGHTS,
ONE HUNDRED AND TWELVE NIGHTS,
ONE HUNDRED AND TWELVE NIGHTS,
ONE HUNDRED AND TWELVE NIGHTS,
190,000 PEOPLE HAVE SEEN IT!
190,000 PEOPLE HAVE SEEN IT!
190,000 PEOPLE HAVE SEEN IT!
190,000 PEOPLE HAVE SEEN IT!
190,000 PEOPLE HAVE SEEN IT!
IT WILL BE REPEATED EVERY NIGHT.
IT WILL BE REPEATED EVERY NIGHT.
IT WILL BE REPEATED EVERY NIGHT.
IT WILL BE REPEATED EVERY NIGHT.
IT WILL BE REPEATED EVERY NIGHT.

The evening's entertainment will conclude with a series of pictures, simple and unpretending in their nature, and designed as a slight illustration of the

LIFE OF WASHINGTON,

and consisting of the following:

WASHINGTON AS A SURVEYOR.
WASHINGTON AS A FARMER.
WASHINGTON AS A SON.
WASHINGTON AS A GENERAL.

Dress Circle seats may be secured one week in advance, without extra charge. 50 cents each.
Doors open at 6½; to commence at 7¼ o'clock precisely.

NOTICE.

MR. COULDOCK'S ANNUAL BENEFIT,
SATURDAY EVENING,
OUR AMERICAN COUSIN.
MR. COULDOCK'S ANNUAL BENEFIT,
SATURDAY EVENING,
A CAPITAL FARCE.
Mr. COULDOCK'S ANNUAL BENEFIT,
SATURDAY EVENING.
OTHER ENTERTAINMENTS.
BOX BOOK NOW OPEN.

BROADWAY THEATRE.

Proprietor and Manager.....Mr. E. EDDY

THIS EVENING, Feb. 25.

Will commence with the pleasing drama of
ASMODEUS.
To be followed by the Drama of
LITTLE KATY.
To conclude with the farce of THE ETON BOY.
REMEMBER
THIS (FRIDAY) EVENING, Feb. 25,
FAREWELL BENEFIT
FAREWELL BENEFIT
OF THE
BEAUTIFUL STAR SISTERS,
BEAUTIFUL STAR SISTERS,

Who will appear, by general desire, in the great local drama of the

HOT CORN GIRL.
HOT CORN GIRL.
Also in
ASMODEUS IN NEW-YORK,
ASMODEUS IN NEW-YORK,
and the
NEW-HAVEN STUDENT.
NEW-HAVEN STUDENT.
GIVE THEM A BUMPER.

NIBLO'S GARDEN.

NIXON & CO.'S EQUESTRIAN TROUPE.
THIS AFTERNOON AND EVENING, Feb. 25.
DAN RICE,
EXCELSIOR,
THE COMIC MULES,
Mlle. JEANNETTE ELLSLER,
Mr. N. AUSTIN,
All the regular corps
OF RIDERS, ACROBATS, ATHLETES AND PANTOMIMISTS!
GAMES OF THE CURRICULUM!

No performances Saturday Afternoon.
Monday Evening—First performance of the grand Moral and Fairy Spectacle of CINDERELLA.
Open at 1 and 6½. To commence at 2 and 7¾ o'clock.

THE VETERAN
EVERY NIGHT
AT WALLACK'S THEATRE.
THE OLD COLONEL
EVERY NIGHT AT WALLACK'S THEATRE.
LEON DELMAR.
EVERY NIGHT AT WALLACK'S THEATRE.
THE IRISH VISITOR
EVERY NIGHT AT WALLACK'S THEATRE.
Mrs. MCSHAKE, AMINEH, BLANCHE, EUGENE,
THE EMIR,
AND
THE THREE SUPERB TABLEAUX.
EVERY NIGHT AT WALLACK'S THEATRE,
being the twelfth week of
MR. WALLACK.
Doors open at 7; commence at 7½.

PURDY'S NATIONAL THEATRE.

Chatham-st., near Roosevelt.
THIS EVENING, Feb. 25,
The entertainment will commence with
O'NEAL THE GREAT.
To be followed by the comic drama of
ENGAGEMENTS BY SEA AND LAND.
The whole to conclude with the Drama of
DON CÆSAR DE BAZAN.
Doors open at 6½. Curtain will rise at 7 o'clock.

BOWERY THEATRE.

Lessees.....Messrs. G. L. Fox and J. W. Lingard.
Prices of Admission—Boxes, 25 cents; Pit, 12 cents; Gallery, 12 cents.

THIS EVENING, Feb. 25,
OUTAMLANCHE.
THE INCENDIARY.
THE WANDERING MINSTREL.

CAMPAIGNS
OF
WASHINGTON,
HOPE CHAPEL, NO. 720 BROADWAY.

These truly splendid and collossal Pictures, 26 in number, painted by Mr. MCNEVIN, are exhibited EVERY EVENING, at 7½ o'clock, and on WEDNESDAY and SATURDAY AFTERNOONS, at 3 P. M.,
Mr. DE COLDOVA Lectures.

As an indorsement of the high excellence of these paintings, we are permitted to use the names of Colonel Alex. Hamilton, Major Chase, (late Chief-Engineer U. S. A.,) Dr. J. W. Francis and other eminent citizens.
Admission 25 cents; children under 10 years 13 cents.
Schools and Associations specially treated with.

WASHINGTON'S BIRTHDAY.

Free Exhibition,
FOR ONE WEEK.
The Houdon Statue of
WASHINGTON,
Copied in Solid Bronze, (life-size,)
By HUBARD,
Will be Exhibited,
FREE OF CHARGE,
For One Week,
At No. 522 Broadway,
Opposite St. Nicholas Hotel.

WOOD'S MINSTRELS,

No. 561 and 563 Broadway.
OPEN EVERY EVENING.
THE OLDEST AND LARGEST COMPANY IN THE CITY.
GLORIOUS SUCCESS OF THE NEW PANTOMIME.
Mr. D. S. WAMBOLD in his ballads.
SELECT NEGRO MINSTRELSY,
To conclude with (second week) an entirely new Pantomime, entitled
THE MYSTIC SPELL,
with new scenery, machinery, dresses, properties, &c.
Doors open at 6½; to commence at 7½ o'clock.
Tickets 25 cents; children under 10 years, 13 cents.

ON EXHIBITION,
GIGNOUX'S GREAT MOONLIGHT
OF NIAGARA FALLS,
(

# The New-York Times.

NEW-YORK, FRIDAY, FEBRUARY 25, 1859.

**THE NEW-YORK TIMES.**

The NEW-YORK TIMES (Daily) is published every morning:—Price Two CENTS served at 12½ cents a week; mailed SIX DOLLARS a year.

The NEW-YORK TIMES (Semi-weekly)—THREE DOLLARS a year: two copies to one address, for FIVE DOLLARS.

The NEW-YORK TIMES (Weekly)—TWO DOLLARS a year; ten copies, to one address, for TWELVE DOLLARS; twenty copies to one address for TWENTY DOLLARS. *Any person sending us a Club of twenty or more will be entitled to an extra copy.*

TERMS—Cash invariably in advance.

All letters to be addressed to the "NEW-YORK TIMES," New-York City.


**Amusements this Evening.**

LAURA KEENE'S THEATRE—OUR AMERICAN COUSIN—PICTURES OF THE LIFE OF WASHINGTON.

WALLACK'S THEATRE—THE VETERAN, OR FRANCE AND ALGERIA.

BURTON'S NEW THEATRE—OUR FEMALE AMERICAN COUSIN.

NIBLO'S GARDEN—NIXON & CO.'S GREAT EQUESTRIAN CORPS.

PURDY'S NATIONAL THEATRE—O'NEAL THE GREAT—ENGAGEMENTS BY SEA AND LAND—DON CÆSAR DE BAZAN.

BOWERY THEATRE—ONTABLANCHET—THE INCENDIARY.

BROADWAY THEATRE—LITTLE KATY—ASMODEUS—ETON BOY.

BARNUM'S AMERICAN MUSEUM—MADAME ELVIRA—ETHIOPIAN MINSTRELS, &c., &c.

WOOD'S BUILDINGS—SELECT NEGRO MINSTRELSY.

BROADWAY, NEAR BLEECKER-STREET—BANVARD'S DESTRUCTION OF JERUSALEM.

HOPE CHAPEL—HISTORICAL PAINTINGS OF THE REVOLUTION AND LECTURE.

**Mails Close at the Post-Office.**

North—Albany, Buffalo and Canadas.....3 P.M.
North and West Way Mail.....5½ A.M.
Western Mail *vid* Erie Railroad....5½ A.M. and 3 P.M.
South and Southwestern Mail.....7 A.M. and 4½ P.M.
East for Boston, by Railroad.....5½ A.M. and 1½ P.M.
East for Boston, by Steamboat.....3 P.M.

The Overland Mail for California leaves St. Louis every Monday and Thursday, at 8 A. M. Letters designed for it should be marked "Overland, *vid* St. Louis."

The Overland Mail from St. Joseph, (Mo.,) to Placerville, *vid* Salt Lake City, leaves St. Joseph every Saturday, at 8 A. M. Letters should be marked "Overland *vid* St. Joseph."

**Ocean Mail Steamers.**

The European mails by the *Indian*, from Portland for Liverpool, on Saturday, Feb. 26, will close at the New-York Post-office, to-day, at 1 o'clock.

The mails by the *Lebanon*, hence for the same port to-morrow, Feb. 26, will close at the New-York Post-Office at 10½ o'clock.

☞ J. P. POPE, Fall River, Mass., will supply those who want the DAILY, SEMI-WEEKLY, WEEKLY, or the CALIFORNIA TIMES. Can be procured by the single copy, or by the week or month.

## NEWS OF THE DAY.

The Royal Mail steamship *Canada* arrived at Halifax last evening, bringing a week's later intelligence from Europe. She left Liverpool on the 12th inst. The proceedings of Parliament had been unimportant. Affairs on the Continent appear to be still in a very unsettled condition. The French Legislature had convened, and in consequence of the peaceful sentiments uttered by the Emperor and by the Count DE MORNY on the occasion, pacific rumors had predominated for a time, but the latest advices have a warlike look. Preparations for war continued on an extensive scale. The Paris Bourse had fluctuated considerably, as also had the London Stock Exchange—both closing heavily. A new loan of fifty million francs had been voted by the Sardinian Chamber of Deputies, which was explained by Count CAVOR to be designed for the defence of the kingdom against Austria. Military movements still continued in the latter country. Later news had been received from China, but there was nothing of importance. An advance had taken place in the Liverpool Cotton market, while Breadstuffs were dull, with a declining tendency. Consols, on the day of the *Canada's* sailing, were depressed, at 95⅜@95¼.

By an arrival at Boston we have late intelligence from Hayti. Details of the ceremonies incident to the inauguration of President GEFFRARD were published in the Port-au-Prince papers of the 29th ult. The inauguration took place on Sunday, the 23d, with great pomp. A large portion of the army of the island were present, together with the foreign diplomatists, national dignitaries, &c. GEFFRARD was hailed by the people as the "liberator of his country," and the day wes spent in rejoicing.

Our advices from Aux Cayes, Hayti, state that a grand revival of business was looked for immediately; as was also a visit from the new Chief of the Republic, General GEFFRARD. We have also particulars of a reactionary movement of the Ex-Governor of the city, who, on Jan. 16, attempted to excite the mob against GEFFRARD, as a mulatto, but signally failed.

Dates from Bermuda are to Feb. 9. Winter was keenly felt among the islanders in the early days of February. The transport ship *Melbourne*, carrying to England a large body of Royal Artillery, touched at the Island, Feb. 5.

Congress was principally occupied yesterday in debates on the Appropriation bills, interrupted in the House by the presentation of the reports of the Sherman Investigating Committee. The Senate again agreed to meet at 11 o'clock each day, instead of at 12. The Post Routes bill was debated at great length, the main subject of consideration being the proposition to abolish the franking privilege, but no final vote was taken for want of a quorum. A vote will be taken the first thing this morning. In the House, the Post-Office Appropriation bill was taken up, and, after the various amendments adopted in Committee of the Whole had been acted upon, it was rejected, by 119 to 86. Mr. BOCOCK then presented the majority report of the Sherman Investigating Committee, appointed to inquire into alleged abuses in the Navy Department, and in the management of the Navy-yards. The majority of the Committee come to the conclusion that the testimony proves the existence of glaring abuses, requiring the interposition of Congress, but they exonerate the Secretary of the Treasury from all participation in or blame for them. In fact, the only indication of a disposition on the part of the majority to fix blame anywhere, is with reference to the Coal Agency, which they pronounce to be in incompetent hands. Messrs. SHERMAN and RITCHIE made a minority report, which will be found in full elsewhere. They do not hesitate to implicate the President and the Secretary of the Navy as being knowing parties to the existing abuses, which are exhibited in a startling light. The whole matter will come up for consideration on Monday, The Naval Appropriation bill was taken up in Committee of the Whole, and the debate, which was principally on the Tariff question, was continued until the adjournment, without any definite action on the bill.

Our Washington correspondent states positively that Señor MATA, the accredited Minister of the Juarez Government in Mexico, will be recognized immediately by the Administration. He arrived in Washington yesterday.

The Nichols Investigating Committee were ready to report yesterday, but could not get an opportunity. They will report the testimony unanimously, with a recommendation to the House to take such action as the testimony may seem to demand, though they are not willing to propose the expulsion of any member.

The death of Senator STOW was announced in both branches of the Legislature yesterday, and the usual addresses were made and resolutions passed on the occasion. No business of consequence was done. The Senate held an evening session, but general orders only were considered.

A heavy auction sale of wool took place in Boston yesterday, at which purchasers were present from various parts of the country. About 400,000 pounds were sold, amounting in the aggregate to nearly $200,000. The Federal-street Church property in that city was sold at auction yesterday.

A communication from the Mayor was read before the Board of Aldermen last evening setting forth the result of the Street Commissioner's investigation of the accounts of Mr. ISAAC EDWARDS, formerly Collector of Assessments, and his deputies. It was laid over to be printed. A resolution directing this 2,500 additional copies of the report of the Counsel to the Corporation in relation to suits against the City, be printed, was adopted. Majority and minority reports of the Committee on Arts and Sciences in regard to the electric clocks were presented. The first was in favor of declaring them public clocks and placing them in charge of a suitable person to be employed as Regulator of Public Time-keepers, and the second was for either having them removed, and their places supplied by thirty-two eight-day clocks, or having the electric clocks repaired, at an expense of $1,000, and placed in charge of the Regulator of Public Clocks, that officer to receive $100 a month in addition to his present salary for taking care of them. The reports were not acted on. The Board resolved that Duane-street, from Broadway to Chatham-street, should be widened. A communication from the Counsel to the Corporation, defending his course in the suit of JOHN PETTIGREW against the City, was read, and it was directed that it be entered on the minutes. Another communication from the same officer, defining the powers of the Common Council and Supervisors in relation to the affairs of the Almshouse Department, was reference. Alderman ADAMS moved the discharge of the Committee on the City Inspectorship, and, on a motion to adjourn, which was immediately made, and carried, seven votes were cast in the negative.

A silver speaking trumpet was, last evening, presented to Captain ROBERT C. HALPIN, on board the steamship *Circassian*, as a testimonial of his good management of that ship during her last tempestuous passage from Galway. The trumpet was the gift of a few friends of the line, who attended in a body, and partook of a collation spread for them in the cabins. The *Circassian* is receiving a new propeller, and will be ready to sail in March.

The trial of ABRAHAM B. THOMSON for the murder of DANIEL STACKPOLE, was concluded yesterday in the Court of Sessions. Sundry witnesses were called by counsel for the defendant to testify to his good character, after which the Jury listened to the summing up of the same counsel, JAMES T. BRADY, Esq., and the Assistant District-Attorney. The Recorder's charge was brief, but pertinent. After fifteen minutes' consultation the Jury found the prisoner guilty of manslaughter in the third degree. He will be sentenced on the last day of term.

In the Brooklyn City Court yesterday, Mr. E. B. SPOONER, publisher of the Long Island *Star*, gained a verdict of $5,000 against the Brooklyn City Railroad, for injuries received by him by being thrown from one of the Companies omnibus-sleighs, Winter before last. The case has been on trial nearly a week, and has excited a considerable degree of interest in Brooklyn.

Flour and Wheat were in good request, yesterday, and holders were very firm. Corn, Cotton, Sugars, Provisions, Rice and Hides were less active. Coffee and Molasses were in fair demand. A lively inquiry prevailed for Naval Stores. Freights were quiet.

### Government Corruption.

We surrender a large part of our available space this morning to the report of the minority of the Committee on Naval Contracts and Expenditures. It is a tedious and a threadbare tale, and will be dismissed by very many readers as quite unworthy of the room it occupies, for it only rehearses the old story of official corruption, of partisan favoritism, of the entire subordination of public interests to the purposes of party and the emolument of individuals. Yet if the public mind were in a healthy condition in regard to the conduct of public affairs,—if it had not been utterly and hopelessly debauched by the long-continued prevalence of the abuses herein revealed, it would be startled and alarmed by the disclosures of this report. When the power of every Department of the Government ceases to be exercised for the public good, and is made solely subservient to the purposes of faction, to the perpetuation of partisan power and to the enrichment of party favorites, it certainly is time for the people at large to feel some degree of concern for the public welfare.

The facts disclosed by the investigation are concisely and clearly stated in the report. They relate to the disposition of patronage in the various branches of the Navy Department. Large amounts of coal are purchased every year for the naval service, and an agent is appointed at Philadelphia to superintend these purchases—to see that the coal is of good quality, that the price is reasonable, and that the interests of the Government are duly protected in the transaction. The entire responsibility for this appointment rests with the Secretary. President BUCHANAN took the power into his own hands,—appointed to the office a physician, who knew nothing about coal, who did not attend to the duties of the office, never purchased coal for the Government, or performed any of the other duties of the office, except to sign certificates which he knew to be false, and who was required by the President to divide the emoluments of the office with two others of his political friends, who had contributed largely to aid his election Contracts for live-oak timber were made with a Mr. SWIFT, who had no facilities for supplying it, and who agreed to pay a favorite at court *ten per cent.* commission for putting him on friendly terms with the Departments. SWIFT failed to comply with his agreement, and the contract went into the hands of another party, who, at great risk, and by the utmost energy, supplied the timber when it was most needed,—but who was deprived of his contract at immense loss, because he did not comply with an impossible condition; and his contract was annulled and thrown again into the hands of SWIFT, merely because he was a party favorite of the Administration, and had been put into the "best position," according to contract, with the Departments.

In the Brooklyn Navy Yard the entire patronage of the Government is surrendered to the local Members of Congress, belonging to the Administration Party, who are allowed to control the appointments, dictate terms, and manage the whole establishment, not for the public good, but with sole and exclusive reference to their own partisan promotion. Here is a specimen of the letters addressed by a New-York Member of Congress to a Master-Carpenter in the Brooklyn Navy-yard:

"Mr. COHANE: Mr. CULLEN tells me that you are to take men on on Tuesday; now I ask you to take *him* on and the others I have asked you to take on. *I will have my proportion of men under you; if you do not give them I will lodge charges against you.* You have turned away all the men but one from my District already. Of this I have complained to the Secretary, and now, unless you rectify this injustice, *I will make application that you be turned out.* The bearer will bring me an answer. Yours, &c.,

JOHN COCHRANE."

What wonder is it that men so appointed should be utterly unfit for their places,—should be idle, drunken, negligent of their duty, and utterly indifferent to the requisitions of those under whom they were employed, so long as they feel sure of being sustained by their partisan indorsers? Contracts for machinery are given to others than the lowest bidders, avowedly and openly on party grounds,—to secure political influence and to reward men for having contributed money for party contests,—and the President himself interposes to influence such a disposition of the patronage of the Government!

These are a few of the general practices shown by this report to exist in the Administration of the Government. That they are not peculiar to this Administration, or to the party now in power, we know very well. They have grown up and have prevailed under all parties, and no party when in power has ever made any resolute, earnest effort to put an end to them. They are not due to any peculiar dishonesty in any party, but grow out of the very nature of party organizations and the partisan conflicts by which the character of our Government is decided. So long as party supremacy, at all hazards and at any cost, is the leading aim of political effort,—so long as our public men permit themselves to be the mere tools of party wire-pullers, passive instruments in the hands of men whose only qualification for taking part in public affairs is the ability to control votes,—just so long may we expect the whole business of governing the nation to become simply a trick for putting money into the pockets of professional politicians, and for elevating the worst men to the highest and most responsible posts.

### City Judgments and the Corporation Counsel.

The Corporation Counsel has responded to our demand for information concerning the *one hundred and sixty-six* judgments which have been obtained against the City. He sent to the Common Council last night a communication on the subject, which will be found in another column. It is a timely document, and will convey to the public some valuable information as to the management of municipal affairs. We take pleasure in adding that it will, at the same time, relieve the Corporation Counsel of at least a part of the responsibility in these matters, which has been generally supposed to rest upon his shoulders.

We published, a few days since, a letter from the Deputy Street Commissioner, stating that in the original contract with JOHN PETTIGREW, for regulating Sixty-third-street, the word *twenty* had been erased and *forty* inserted in its place. Mr. BUSTEED states that this is the first intimation he ever received of any such alteration. Whenever he is called upon to defend the City against any claim that may be made upon it, he is compelled to rely exclusively upon the information that may be furnished him from the proper Department as to the *facts* on which the claim is to be contested. In this case he wrote to the Comptroller for this information—but he did not receive, either from him or from the Street Department, any hint of such an alteration. He could not, therefore, set it up in his defence; and the knowledge of it has never reached him until now,—when judgment has been obtained and when the time has expired within which he could have taken an appeal. But he now writes to the Street Department asking for a *sworn statement* of the alteration, upon which he may make application to have the judgment set aside. This demand the Deputy Street Commissioner does not concede, though we do not understand upon what ground he declines compliance with what appears certainly to be a very just and proper request. The Corporation Counsel must have some basis,—some sworn statement on which to commence any proceedings in the case; and if the Street Commissioner knows the fact which he has communicated officially to the Common Council, we do not see why he should be unwilling to furnish a sworn statement for the only officer who can make effective use of it. We trust the Common Council will promptly call upon the Street Department for further information in the matter.

Mr. BUSTEED explains and vindicates his action in regard to the large amount included in the Tax Levy for judgments against the City. In regard to over *seven-ninths* of the whole amount, he rehearses the steps that were taken to contest the claims, and asserts that in every single instance he gave the matter his personal attention and made the best use of the defence which he was instructed to set up by the proper department. Not a single suit, of the 425 tried in the Marine and Justices' Courts, and the 200 disposed of in the higher Courts during the year, has gone by default, unless under the written direction of the late Comptroller or upon the written statement from the proper Department that there was no defence. Nor has any case, Mr. BUSTEED says, been *referred*, except such as would have been referred upon motion by the Supreme Court;—and every case referred has been contested and the claimant obliged to make good his claim by legal proofs. Another point of importance presented by the Corporation Counsel is that no appeal from a judgment can be taken except upon security,—*and no one will ever give security for the City.* For this reason alone, he states, many judgments which might have been reversed upon appeal have become final.

So much for Mr. BUSTEED's letter. We give it full consideration, and all the weight it merits, in connection with his own relation to these claims against the City. We are quite ready to believe that the enormous mass of labor thrown upon his Department renders it quite impossible, with the limited force at his command, to enter into the details of these cases so as to do them justice. Still the fact remains, and is made only the more conspicuous by this letter, that these claims have never been thoroughly sifted, as they should have been, in open Court and by a jury—aided by experienced and zealous legal counsel. They have been heard loosely and hastily by referees,—and without that full and careful attention at the hands of the law adviser of the Common Council which they deserved. In this very case of PETTIGREW, for example, Mr. BUSTEED states that he never heard until now of an erasure in the body of the contract:—are we to infer from this that the case was tried *without* that contract,—that the original document was not seen and scrutinized by the Counsel during the hearing? If so, (and we see no way of avoiding the inference,) this fact alone proves conclusively that the case went substantially, though not formally, against the City, by default.

Now let us take the four most prominent cases in which these judgments have been obtained, and see if the facts do not justify the public belief that they never could have received the attention they deserved.

In the case of LOWBER, it is proved and admitted that the State owns two-thirds of the land for which LOWBER claims, with costs, $240,000 from the City. All the stipulations of the charter with reference to safeguards against fraud have been openly violated in this case. No specifications of the proposed market-site were issued; no advertisements issued to invite competition; no head of an Executive Department intrusted with the duty of awarding the contract to the lowest bidder, and of seeing that the contract so made was faithfully executed. The Common Council usurped Executive functions in the case, settled on the particular piece of ground, fixed its price at an arbitrary sum and ordered the Comptroller to execute a contract for property (to two-thirds of which the vendor could give no title) at a particular price, and that price notoriously in excess of its real value. Yet this case went to a reference and was decided against the City.

In the case of HARSIN and CLARK there was patent fraud in the inception of the contract and there has been nothing subsequent to give us a more favorable impression of its character. The contract was awarded to HARSIN as the lowest bidder at prices amounting in the aggregate to about $21,000. Then HARSIN disappeared, and the next highest bidder—in violation of law—was given the contract at an advance of about $6,000 on HARSIN'S bid. This done, the time stipulated in the contract for the completion of the work was allowed to expire, and we find the contract at the advanced figure again in the hands of HARSIN. Subsequent to the legal expiration of the contract, we find certificates to the effect that $7,000 worth of work has been done; and on these certificates $5,000 is paid by the Comptroller. It is not pretended by the contractors that any work has been done since that payment, and yet we find them holding judgment against the City for no less than $48,000,—PROFITS, forsooth! which they would have made on a contract of $27,000, on which $5,000 had been already paid! How is it possible that such a claim can be legal and just?

In the case of PETTIGREW, the City is to be made to pay $26,000 under the following circumstances. The contract was never executed by the sureties and is therefore void. The time given in the contract for the completion of the work expired before the work was commenced, and therefore the contract is void. It is now alleged that there is an erasure in the contract on which the claim is founded, making a difference of $7,000 in the contractor's favor. The particulars of the Reynolds case have been so often spread before the public that we forbear repetition; but the nature of the claim may be judged from the fact that even the Common Council could not stomach it, and threw it out of the Tax Levy.

In addition to these facts, let any one examine and compare the list of judgments against the City with the reports of Mr. JOHN B. COZZENS, the special accountant employed under orders of the Common Council to investigate and report upon claims arising during the Devlin and Conover controversy for the office of Street Commissioner. It will be seen that this gentleman, having no means to ascertain whether the supplies for which bills were sent in had ever been delivered or not, and the same with regard to services alleged to have been rendered, was compelled to take all the statements of the claimants for granted; and had then only the duty of reducing their figures to an amount not greatly in excess of the ordinary market rates for supplies, and to the regular legal rates of pay for inspection fees and other alleged employments. In this way an immense amount of excessive and spurious charges were struck off from the bills rendered; but what a farce does this become when we find the same parties holding judgments against the City for double and sometimes treble the amounts of the bills originally sent in!

We cannot be mistaken in the belief that claims involving these enormous amounts, in which such facts as these are glaring and conspicuous, should *never* be paid by the City without a much more rigid examination than they have yet received. The judgments which have been obtained may possibly be conclusive in point of law; and, owing to the defects and obstacles which Mr. BUSTEED enumerates, it may be too late to save the City from their effect. But it is none the less important that the public should understand upon what inconclusive grounds many of them rest, and how utterly inadequate has been the investigation which the cases have received. A single evidence of this may be found in one fact connected with the Pettigrew claim, in which Mr. R. MOTT, the Referee, gave the public to understand that there had been seventeen regular meetings before him, and that Mr. LAWRENCE, an assistant in the office of the Corporation Counsel, had attended these hearings on behalf of the City. Mr. LAWRENCE is a gentleman deserving all confidence, and we confess the statement astonished us; but on inquiry, we learn that Mr. LAWRENCE was only present at one single meeting, and then entered a protest against the whole proceedings.

THE NORTHERN BULL GORES THE SOUTHERN OX.—Our Southern brethren were very fond of Squatter Sovereignty when the Cincinnati Platform was constructed, and for some time afterwards. They were entirely willing that the Kansas settlers should manage matters as they pleased, so long as it seemed likely that a majority would be slaveholders. Then the doctrine of Popular Sovereignty was in prime favor beyond Mason & Dixon's line. But time changed the aspect of the case. The Northern Bull grew too strong for the Southern Ox, and gored him. Indeed, the latter animal has been little more than a puny calf, compared with his formidable competitor. His pitiful cries for help became irksome to his supporters, who at length wearied of invading Kansas, and gave up the contest. It was when matters took this shape that the South invented a new interpretation of the Cincinnati creed. The debate of Wednesday in the Senate, between DOUGLAS on the one hand, and the Administration Democrats on the other, developed the real point now at issue between the North and the South. Southern men claim the right and duty of Congress to support Slavery and secure slave property in the Territories—while DOUGLAS, standing on the original Cincinnati plank of complete non-intervention, denies the authority of Congress to meddle one way or the other, and insists that Slavery shall be wholly subject to Territorial legislation, to be tolerated or abolished as the people, by their chosen representatives, shall determine. This view would doubtless still find favor in Southern eyes, had affairs taken a different turn in Kansas. But when it is seen that a large majority of the squatter sovereigns are opposed to the peculiar institution, then Messrs. DAVIS, MASON & Co. endeavor to set limits, and demand that Congress should bolster up Slavery in the Territories. This doctrine is the complement of the Republican dogma, so much denounced by the Democrats, that the General Government has power to interfere in the Territories for the prohibition of Slavery. Now the Republicans are willing to accept non-intervention, because it answers their purpose—while the original advocates of that theory, for the opposite reason, reject it altogether.

AN AGREEABLE PIECE OF NEWS.—We learn from the *Pennsylvania Inquirer* that "Post-master-General BROWN has shown more than ordinary capacity in dealing with some of the great practical questions of the day." What the standard of ordinary capacity may be on the banks of the Delaware we do not know, but we should infer that it was not by any means high. The Postmaster General in dealing with that peculiarly practical question, cheap postage, has not exhibited a very high order of talent. His proposal to raise the postage on letters from three to five cents was anything but sagacious or practical. The *Inquirer* furthermore, thinks that Mr. BROWN has gained the confidence of all parties, who "rely upon him for the progress of great American measures." Mr. BROWN has had half a million of dollars lying at his disposal for the purpose of erecting a Post-Office in this City ever since he has been in office, and yet he has not exhibited sufficient practical ability to avail himself of the funds ready for his use, but has chosen rather to have the most important Post-Office in the country kept in a tinder-box, liable at any moment to be consumed, and with it millions of dollars of property. But Mr. BROWN has gained the hearts of the Pennsylvanians by determining to build a Post-Office in Philadelphia, and in the city of "American iron." Hence the praises of our Philadelphia cotemporary. The news is very agreeable to us; not that we care so much about the material of which the new Post-Office is to be constructed, for a substantial, fire-proof, and conveniently-located Post-Office of any kind will be regarded by our inhabitants as a Godsend, and be most gratefully received.

AN INSURANCE DEPARTMENT.—On Wednesday, Mr. OPDYKE, a member of the Assembly from this City, gave notice in that body of a bill to create an Insurance Department of the State Government. We learn that his proposition is in accordance with suggestions of leading insurance men, who consider such a department calculated to hinder the formation of bogus Companies, and to prevent the perpetration of frauds in insurance—evils which are far too common, and from which the community suffers without any available redress. It is proposed to place the Department of Insurance on a like footing with that of Banking, though it will involve far less machinery and expense. Obviously the bill noticed by Mr. OPDYKE would have little chance of passage at the present session, if the Department proposed were to make any new draft upon the Treasury. Such is, however, not to be the case. A very moderate tax upon the Insurance Companies, in addition to what they already pay, will fully defray all expenses.

One of the chief duties of the Department in question would consist in the examination of securities. The law provides for such scrutiny; but there is no officer to perform it, except one of the Comptroller's clerks, who has his hands full of other business. To understand thoroughly the statutes regulating insurance, and faithfully to administer them, would require the time and attention of a first-rate man, aided by two or three subordinates. No company should be organized till its securities were found, upon examination, to be sound and good; and companies already in existence require to be constantly watched. Insurance is not less important than banking, and equally requires supervision. The amount of risks taken in this State falls little—if at all—short of a thousand millions of dollars. A very large sum is annually levied for premiums, and the people have a right to the best protection in the power of the Legislature to afford. It is manifestly out of the question for individuals insuring their lives and property to be informed as to the soundness of companies soliciting and receiving their confidence. The State passes laws—good laws—to meet the case, and what is wanting is that the laws should be thoroughly administered.

MATTERS IN KANSAS.—Political and other affairs in Kansas seem to be settling down into a condition of quiet and general contentment. The people, as we predicted last Winter, do not seem specially anxious for admission into the Union, and will probably be very well satisfied to wait until their population shall come up to the mark required by the law of last year. At all events, they take the matter very coolly. They have passed a law authorizing a popular vote in March, as to whether they will hold a convention and form a Constitution or not. If they decide in favor of such a course, delegates are to be elected on the first Tuesday in June, the Convention will meet in July, and the Constitution they form will be submitted to the people on the first Tuesday of October.

Meantime there seems to be a very sensible degree of harmony among the civil officers and the people of the Territory. Gov. MEDARY received the compliment of a public dinner from the members of the Legislature and the citizens of Lawrence on the 5th, and made a very pleasant speech, in which political differences were ignored, and the greatest possible harmony and good feeling prevailed. Even Judge LECOMPTE was present, and though hissed a little by some who could not forget his past partisan injustice, succeeded in making his peace.

The Territory seems to be prosperous,—the citizens generally seem inclined to forego political dissensions, and to devote themselves to the development and improvement of the country, and everything promises well for the future. It is quite possible that a little more *Buncombe* may be made out of Kansas topics in Congress, but it will be difficult, we apprehend, very soon to renew among the people of Kansas themselves the feverish political excitement which has hitherto prevailed.

### Bermuda.

BLUSTERING WEATHER—DEATH OF AN OFFICER OF THE BRITISH ARMY—THE STEAM TRANSPORT SHIP MELBOURNE.

Our file of the *Bermudian* extends to Feb. 9.

The month had been inaugurated by severe weather, with heavy gales—the first touch of genuine Winter the Islanders had experienced.

Capt. F. A. QUARTLAY, a popular officer of Her Majesty's Twenty-sixth Camerons, was drowned in the harbor of St. George on the night of Jan. 27. He was buried with the usual honors.

The transport steamer *Melbourne*, the same that bore the Emperor SOULOUQUE from Hayti to Jamaica, put into Bermuda for coal, on Feb. 5. Having obtained supplies, she resumed, on the 9th, her voyage to England. A considerable force of artillery, gathered from the several British West Indies, was on board.

WEEKS, THE CONVERTED ACTOR.—In reference to this individual, whose letter announcing his reasons for returning to the stage we recently published, the Montrose (Penn.) *Republican* has the following:

"This whole story of the destitution of his mother and two young sisters (half sisters) is a pure fabrication.' Mr. CALEB WEEKS's family, whose 'scanty Winter clothing' and 'calls for help' are so pathetically described, reside in Montrose, and are in comfortable circumstances, live well, and have never had any help from CHARLES H. WEEKS, nor ever called for or needed any. Neighbor WEEKS is an industrious mechanic, and feels quite able to clothe his two little girls, as well as provide otherwise for his family, and would be sorry to have the young man do violence to his feelings by deserting the pulpit for the stage on their account. The actor is evidently seeking to create a sensation and gain notoriety, but we think he made a great mistake when he sent that letter to the newspapers. About the sincerity of his religious professions there can now be no question."

### PERSONAL.

The Salem *Register* says: "It is not a little remarkable that the gentleman (Mr. Kirk) who is designated as the writer who will probably complete Mr. Prescott's unfinished work, bears the name (John Foster) of the college student who unintentionally inflicted the injury on Mr. P.'s eye.

Two young Italian sisters, Caroline and Virginia Ferni, are creating a great sensation as violinists at Vienna. They are compared to the two sisters, Teresa and Maria Milanollo, who charmed all Europe with their sweet sounds some fifteen or sixteen years ago.

At Pittsburg, Feb. 22d, the Hon. Wm. M'Candless was inaugurated as the Judge of the United States Court, for the Western District of Pennsylvania, the oath of office having been previously administered to him by Judge Grier, in Washington city.

The English version of Casimer Delavigne's "Louis XI" which Mr. Charles Kean's admirable impersonation has raised to a high place in the modern repertory, is this week being revived at the Princess' Theatre, London.

Information is received from the Hon. Charles Sumner, that his health is much improved, and that he will return early in the Spring. He will be present to occupy his seat in the Senate, should an extra session be called.

Captain Brown, who has had many rough adventures in Kansas, arrived safe at Tabor, Iowa, on the 8th February, with a few of his men and several liberated slaves. He was sick with ague, and the party were to leave Tabor the next day.

Connoisseurs of pantomime are talking loudly of a new clown at Astley's, in London, who is said to combine the agility of the new school with something like the humor of the old.

Prof. O. M. Mitchel has accepted an invitation from Governor Morgan, the members of the Legislature, and prominent citizens of Albany, to deliver a course of astronomical lectures in that city.

It is said that Meyerbeer's new opera "Dinorah" will be produced at the Opéra Comique in the course of the present month.

## CITY INTELLIGENCE.

ARSON AND ROBBERY—THE GUILTY PARTIES ARRESTED AND JEWELRY FOUND.—On Monday night last a fire occurred in a bedroom of the fourth story of the dwelling-house No. 124 West Twenty-fifth-street, occupied by GEO. A. DE FREITAS, which was soon extinguished. During the same night, and a short time after the fire, a quantity of diamond jewelry, valued at $1,500, was missed from the house. It was thought at first that it had been stolen by some one who entered the house during the confusion consequent upon the alarm of fire, but it has since been ascertained that the robbery was committed by two female domestics formerly employed in the house. The investigations of the Fire-Marshal into the origin of the fire developed facts that led him to suspect that two women, named LOUISA WILLIAMS and ELIZABETH BROWN, were concerned in the robbery. He soon ascertained the whereabouts of the women, and, with the assistance of Officer BULMER, took them into custody. After a good deal of trouble and perseverance, he ascertained from them where the property was secreted, and, accompanied by Officer BULMER, proceeded on Wednesday night, to the place named in Jones' Wood, and there found the property concealed in a stone fence. It was wrapped up in a towel, and inclosed in a tin pail, which had been carefully concealed under a pile of stones. The prisoners, together with the property stolen, were yesterday taken before Justice CONNOLLY, who committed the two women to answer. The jewelry is the property of a Miss BEACH, who was temporarily stopping with Mr. DE FREITAS. The two prisoners were formerly employed in the house, one as cook, and the other as chambermaid. The latter left there Friday before the fire, and the former on the forenoon of the day of the fire. Before leaving, however, she admitted the former chambermaid, LOUISA WILLIAMS, into the house unknown to the family. It appears that she concealed herself in the upper part of the house during the day, and while the family were at tea, broke open the bedroom and stole the jewelry, and then set fire to the bedroom. During the excitement which followed the alarm of fire, she escaped from the house unobserved. It is evident that the robbery was the result of a preconcerted plan on the part of the prisoners before they left the house.

PRESENTATION TO CAPTAIN HALPIN.—A party of some 30 persons assembled last evening on board the steamship *Circassian*, of the Galway line, for the purpose of presenting to her Commander, Capt. R. C. HALPIN, a testimonial in acknowledgment of his skill and good management during the late tempestuous voyage from Galway to New-York. The gift was a handsomely wrought, silver-speaking trumpet, bearing the following inscription: "Presented to Capt. ROBERT C. HALPIN, screw-steamship *Circassian*, by a few of the citizens of New-York, friends of the Galway line, as a token of their appreciation of the management of his ship during the late tempestuous voyage, February, 1859." On the reverse was chased the figure of a steamship resembling the *Circassian*, and other appropriate devices. Capt. MCMAHON, in presenting the gift, referred in complimentary terms to the Captain, who, in turn thanked the donors for the handsome, appropriate, and very acceptable testimonial. The party then sat down to an elegant supper prepared on board, and spread for them in the cabin. The party drank to the health of Capt. HALPIN, to Mr. LEVER, to the prosperity of the new line, and, finally, to WM. SMITH O'BRIEN, the toasts being interspersed with appropriate speeches. At 8 o'clock the party separated, well satisfied with the evening's entertainment. The *Circassian* is about receiving a new propeller and will be ready to sail in March.

THE EYE AND EAR INFIRMARY.—We learn from the thirty eighth annual report of the Eye and Ear Infirmary, that during the past year 3,908 patients were treated for diseases of the eye, and 301 for diseases of the ear. Of the patients admitted 1,888 were born in the United States and 2,321 in foreign countries. The total number admitted since the foundation of the Infirmary is 62,848. The Treasurer's account shows a total receipt of $7,600, and expenditures to the amount of $3,677 81, leaving a balance due the Treasurer of $1,677 81. The sum of $500 is due from the Comptroller of the State, on account of donation for 1858. During the year the late JASPER GROSVENOR, for many years a Member of the Board of Directors, left a legacy of $5,000 to the Infirmary.

ARRANGEMENTS FOR THE RECEPTION OF WM. SMITH O'BRIEN.—A number of citizens of influence and wealth, recognizing in Mr. SMITH O'BRIEN certain claims on their respect, both as a gentleman and a patriot, have formed themselves into a Committee to greet him on his arrival here, and tender him such a reception as may best accord with his wishes and feelings. The *Prince Albert*, on which it is understood he is a passenger, was expected here from St. Johns yesterday, and in anticipation of this, all the necessary arrangements were made. Not having arrived, the Committee adjourned late last night to meet again to-day, in the hope of having the desired opportunity to indulge in their friendly intentions towards the gentleman in question.

THE NEW-YORK DISPENSARY.—From the sixty-ninth annual report of the New-York Dispensary, it appears that during the year ending Dec. 31, there were 32,713 patients attended at the Dispensary, and at their homes 6,449. There were 5,004 cupping and dentistry patients, and 2,816 persons were vaccinated, making a total of patients treated of 47,032. The expenditures during the year, including the salaries, medicines, and repairs, amounted to $5,802 79, to which is to be added the balance, $508 51, on the druggist's bill, still unpaid, and leaving in the treasury a balance of only $23 19.

PRAYER FOR COLLEGES.—Yesterday was the day set apart for prayer for Colleges, in accordance with time-honored custom. In this City religious meetings were held at the Reformed Dutch Church, (Rev. Dr. HUTTON'S,) on Washington-square, at 11 o'clock A. M., where the Rev. HENRY M. SCUDDER preached a sermon to the students; at the Presbyterian Church (Rev. Dr. ADAMS',) on Madison-square, at 3½ o'clock P. M.; at the Reformed Dutch Church in Ninth-street, at the same hour; and in the evening at the Reformed Dutch Church, corner of Fifth-avenue and Twenty-ninth-street. The meetings were generally well attended.

FIRE IN WEST TWENTY-SECOND-STREET.—About 8½ o'clock, last evening, a fire broke out in the cotton-goods manufactory of ANDREW MCLEAN, rear of No. 184 West Twenty-second street. The firemen succeeded in confining the fire to the building. The damage will amount to $3,000 on the stock, which is insured for $2,200 in the Pacific and Williamsburg City Insurance Companies. The building is damaged to the amount of about $200. No insurance. The origin of the fire is at present unknown.

SUICIDE.—JANE MURRY, a Scotch woman, who resided at No. 29 Suffolk-street, last evening committed suicide by taking laudanum. She had been confined to her bed for some time by neuralgia, the pain being so acute as to render her crazy. The supposition is that she took the poison while suffering temporary aberration. Coroner O'KEEFE held an inquest, and a verdict was rendered in accordance with the facts stated. The deceased was 45 years of age, and leaves a husband and several children.

THE ASTRONOMICAL OBSERVATORY IN CENTRAL PARK.—All those who feel any interest in the movement now being made to establish an Astronomical Observatory at Central Park, should be at the Academy of Music this evening. Professors MITCHEL and DAVIES are to make addresses, and the Committee appointed some time since to estimate the cost of a properly equipped Observatory, will present their report. No admission fee is to be charged.

THE BLACK WARRIOR.—The steam-tug *Screamer* Captain GERMAINE, arrived this P. M., from the steamship *Black Warrior*, ashore at Rockaway Bar. Captain G. reports the steamer lying in the same position, with strong hopes of getting her off, if the weather proves favorable. A steam-pump has reduced the water two feet. Another pump is being fitted on board, which will, in all probability, keep her free. The *Screamer* brought 49 barrels of flour, the ship's bedding and furniture.

MOCK AUCTION SWINDLE.—Mr. SIMEON ORR, from Daviston, Ala., of which place he is Postmaster and storekeeper, was, yesterday, sw

against the passage of the act "To abolish Building Associations." The remonstrance is to be taken to Albany by a Committee composed of members of different Associations.

### Police Reports.

A DOUBLE SHAVE.—Andrew Mattis, a German lad aged 17, employed in the barber shop No. 130 Beekman-street, was yesterday brought before Justice WELSH, charged with stealing a pocket-book containing $35 in bills and some odd change from Mr. Joseph Jerome, of New-London, Conn., under the following circumstances. Mr. Jerome went into the above shop yesterday morning to get shaved, and after having the operation performed and paying for the same, he laid his pocket-book upon the table while he put on his overcoat. He forgot to take it up again, and left the shop, but soon discovered his loss and returned, when he was told that his pocket-book had not been seen. He then related the facts to Officer Perkins, who arrested young Mattis and found the money in his possession. The prisoner was committed in default of $1,000 bail.

RECEIVING STOLEN GOODS.—J. K. Murray, keeper of a second hand clothing-store at No. 495 Pearl-street, and John Murphy and wife, keepers of a similar concern at No. 507 of the same street, were arrested yesterday by Officer Hamblin, charged with purchasing from a lad named Wm. Bennett several articles of wearing apparel, which the boy had stolen from his parents. The prisoners gave bail in the sum of $300 each to answer the charge.

ASSAULTING AN OFFICER.—A German butcher named Israel Hersch, residing at No. 125 Third avenue, was arrested yesterday, on complaint of Solomon Wortheimer, a special Deputy-Sheriff, who charges him with a felonious assault at Hidelbrand's, No. 166 Hester-street. It appears that there was a ball at the above place, and the complainant, in trying to keep order, received severe injuries at the hands of the accused. The prisoner was committed on the charge of assault with intent to kill.

ROBBING A BENEFACTOR.—Edward Ryan was arrested yesterday for stealing $20 worth of clothing from James McCarty, of No. 78 Mulberry-street. Ryan, it seems, has just been released from the State Prison, and was kindly offered board and lodging with McCarty until he could get employment. He was locked up to answer.

## BOARD OF ALDERMEN.

### Forty-one Thousand Dollars Deficiency in the Accounts of Deputy Collectors of Assessments.

### John Pettigrew's Case—Communication from the Corporation Counsel.

### The Almshouse Department and City Inspectorship.

The Mayor sent the following communication to the Board last evening:

MAYOR'S OFFICE, Feb. 24, 1859.

*To the Honorable the Common Council:*

The Street Commissioner has furnished to me the result of the investigation made by him of the accounts of Mr. Isaac Edwards, formerly Collector of Assessments, and his deputies, from the time of their appointment till the termination of their offices.

This statement embraces in detail the several assessments and lists on which collections have been made and placed in the hands of Mr. Edwards, as well as the several items on the same, which have been collected and on which the deficiency exists, as also the amount of the deficiency of each of his deputies.

The work has been done in the most thorough manner, and it shows the total amount of deficiency of the several deputies to be $41,317 71, as follows:

| | |
|---|---|
| Samuel Allen | $24,895 01 |
| Robert McKinnon | 7,506 40 |
| Julius Johnson | 8,663 79 |
| Robert McGay | 252 51 |
| Total | $41,317 71 |

Mr. Edwards was in office for three years, from January, 1852 to January, 1855. The total amount of assessments placed in his hands for collection was, during this time, $4,207,645 32; of this sum $2,876,222 27 was collected and paid to the Chamberlain; $1,389,095 36 was returned to Collector of Arrears; overcharge, $432 95.

DANIEL F. TIEMANN, Mayor.

It was ordered that the papers be printed in document form.

Sundry petitions and resolutions for ordinary street improvements, &c., were referred.

Alderman OWENS presented a preamble in regard to the suits against the City and the necessity of placing information with regard to them before the Legislature, and a resolution directing that 2,500 additional copies of the report of the Counsel to the Corporation be printed, that the Clerk forward a copy to each member of the Legislature, and that all persons desiring copies should have them on application. It was adopted.

The Board next considered the report confirming the contract for building the gate-houses, &c., of the new Reservoir to Fairchild & Jacot, which was the special order.

Alderman PECK presented a minority report opposing it.

After some debate it was directed that the papers be printed.

The Committee on Arts and Sciences reported a resolution directing that the electric clocks in the public offices be declared to be public clocks, and that the Regulator of Public Clocks be directed to take charge of them and keep them in good order, under the direction of the Street Commissioner, who is directed to employ a person qualified to take charge of these clocks as Regulator of Public Clocks.

Alderman HENRY presented a minority report in favor of having the electric clocks removed, and directing the Street Commissioner to advertise for a contract for furnishing 32 eight-day clocks of the ordinary motion in their place, or that the electric clocks be repaired and renewed, and $1,000 be appropriated therefor, and directing the Regulator of Public Clocks to take charge of these electric clocks, and be paid for such extra service $100 a month, in addition to his present salary of $200. The reports were laid over.

The Board adopted a recommendation of the Street Commissioner that the widening of Duane-street, from Broadway to Chatham-street, as confirmed by the Supreme Court, take place forthwith, and that Daniel E. Delavan be appointed Collector of Assessments therefor.

A communication from the Corporation Counsel, in regard to the suit of John Pettigrew against the City, was read:

LAW DEPARTMENT,
OFFICE OF THE COUNSEL TO THE CORPORATION,
NEW-YORK, Feb. 23, 1859.

*To the Honorable the Common Council:*

In a communication made to your honorable body by the Deputy of the Street Commissioner, under date of Feb. 21, 1859, certain statements are made concerning a judgment recently recovered against the City by Mr. JOHN PETTIGREW, which renders it proper for me to address you upon the subject.

The suit in question was commenced as early as August, 1857. When the papers were sent to the Law Department I immediately, in pursuance of a rule I had established, and which I still observe, addressed a communication to Mr. FLAGG, the then Comptroller, advising him of the suit and asking him to furnish me with any facts which could be set up by way of defence. In reply I received from Mr. FLAGG a communication of which the following is a copy:

FINANCE DEPARTMENT—COMPTROLLER'S OFFICE,
NEW-YORK, Sept. 2, 1857,

*Richard Busteed, Esq., Counsel, &c.*

DEAR SIR: In answer to yours of Aug. 13, I reply: That on the 14th day of November, 1851, an ordinance passed the Common Council for regulating and grading Sixty-third-street, between Fifth and Sixth avenues. On the 26th of November, 1852, a contract was made with JOHN PETTIGREW to complete the job, which was to be finished in one year. The act to take lands for the Central Park was passed July 24, 1853.

On the 28th December, 1853, the Common Council passed a resolution directing the Street Commissioner to discontinue the several contracts for grading streets within the boundaries of said Park; notwithstanding this resolution the contractor continued this work until nearly the close of February, 1857, at which time the certificate of the work finished was made up by ROBT. J. DODGE as City Surveyor, and PETER HENRY, Inspector, and the assessment amounted to $16,172 42, of which $9,272 21 was assessed on the Park, and $7,601 14 on the State for the Arsenal property.

It will be seen from these facts that the Common Council passed a resolution to discontinue such work, yet the contractor did not so do, and the assessment now falls on the City.

With respect to the filling of One Hundred and Fourteenth to One Hundred and Twenty-third streets, Avenue A and Second-avenue, no copy of the contract, nor any demand has been filed or made here, to our recollection.

In answer to your letter of Sept. 1, 1857, as to claim of C. I. PURDY, for third payment on seven engine-house, I would state, that said claim will be paid, on application of Mr. PURDY, and discontinuing suit.

Respectfully yours, (Signed) A. C. FLAGG.

It will be observed that no allusion whatever is made to the alleged erasure of the word "*twenty*," in the contract, and the alleged substitution of the word "*forty*" therefor. These facts, so material, if true, and forming so complete a defence to the whole claim are kept from the knowledge of the Law Department, and from the Common Council, until after the judgment is obtained, and the time allowed to appeal therefrom has expired, notwithstanding the pendency of the suit was a matter known to the Street Department as well as to Mr. FLAGG.

I not only wrote as above to Mr. FLAGG, but I find among the papers in the suit, a memorandum, in the handwriting of one of my assistants, in these words, "PETTIGREW *vs.* The Mayor, &c. TURNER, (the then Deputy of Mr. TAYLOR,) says, that there is no defence to the claim for filling sunken lots, that it is as fair a transaction as ever existed."

Upon this information from the Finance and Street Departments, the answer was drawn, and the defence subsequently conducted, and the first notice I have of the existence of the alleged fraud, is the communication to you from the Deputy of Mr. SMITH, too late to set it up in the pleadings, and too late to get it before the Referee.

It becomes now my duty, as it is my pleasure, to inform you that, although the claim has passed into judgment, I entertain no doubt that the Courts, upon my application, will relieve the Corporation from it entirely, if the statements of the Street Department can be substantiated. It is important, if your Honorable Body shall be of the opinion that the allegations of fraud are well founded, that the Counsel for the City should at once take measures to have the case opened, and the judgment set aside; as any unnecessary delay to do so, would, of itself, be an answer to such an application.

In view of this, I yesterday sent a communication to G. W. SMITH, Esq., the Street Commissioner, of which the following is a copy:

LAW DEPARTMENT,
OFFICE OF THE COUNSEL FOR THE CORPORATION,
NEW-YORK, Feb. 22, 1859.

*Gustavus W. Smith, Esq., Street Commissioner:*

SIR: I notice a communication from your Deputy, to the Common Council, under date of Feb. 21, 1859, purporting to be made in compliance with the 8th section of the amended Ordinance reorganizing the Street Department, in relation to a judgment recovered by JOHN PETTIGREW against the City, on a contract for regulating Sixty-third-street, in which it is stated that there has been a fraudulent alteration of the contract in the amount agreed to be paid for earth filling.

Inasmuch as this is the first intimation to this Department of any such ground of defence, notwithstanding I have the written communication of the late Comptroller concerning it, and the proven statement of the former Deputy Street Commissioner upon the subject of the claim and defence to be interposed; and inasmuch as the statements of your Deputy, if they can be substantiated on oath, would be sufficient ground for an application to set aside the judgment, I request that you will at once send to this Department a sworn statement of the alleged fraudulent alteration. Your obedient servant,

RICHARD BUSTEED, Counsel for Corporation.

And received to it the following reply:

STREET COMMISSIONER'S OFFICE,
NEW-YORK, Feb. 23, 1859.

*Richard Busteed, Esq., Corporation Counsel:*

SIR: I am in receipt of your letter of this date, in relation to a communication made by me yesterday, to the Common Council, in the matter of the judgment of JOHN PETTIGREW.

The facts of the case, as ascertained, were immediately, and without reference to former action in the matter, communicated to the Common Council, in compliance with the plain duty of this Department, and with a view to such action as they might think proper. If, upon that statement of facts, it is deemed fit by them to direct, or by you to initiate proceedings with a view to opening up and setting aside said judgment, I shall be pleased to indicate the sources from which I derived the information on which that letter was based, and to take such other steps as may be deemed necessary and proper for co-operation in the matter.

I do not find upon the records of this office any notice of a "proven statement" by the former Deputy Street Commissioner, (Mr. G. W. SMITH,) nor any letter from your Department calling for information in the case. Was not the statement made by Mr. CHARLES TURNER?

By a reference to my communication to the Common Council, you will observe that it was made by me as acting Street Commissioner. Mr. SMITH is absent, sick; and the Department is for the present under my charge. The letter, likewise, merely stated the fact of the alteration, leaving the fraudulent nature thereof to be made evident by the proper Department.

Your obedient servant,
M. LOVELL,
Deputy and Acting Street Commissioner.

I understand this letter to be a refusal to give me the necessary information upon which your instructions to me to move the Court to set the judgment aside might proceed, and as I have no authority to "initiate proceedings" or suits for the City, I respectfully suggest that you call on the Street Commissioner to furnish me immediately with the proofs in his possession or under his control, establishing, or tending to establish the alleged fraud.

The 16th section of the ordinance reorganizing the Law Department, requires me from time to time to report to the Common Council the condition of the Law Department, and to suggest such matters in respect thereto as I may deem necessary or proper.

I deem this a fitting occasion to call your attention to certain matters connected with my department, which concern the public interests, and upon which the public mind seems to be somewhat exercised. And first, as to the large amount included in the Tax Levy for judgments. Of the $900,000 required, and inserted therein, $240,000 is for the market site purchased by the Common Council from Mr. LOWBER, and the expense attendant upon the litigation of the claim by Mr. FLAGG. The history of this case you are familiar with. My own action in it has received the approval of the Supreme Court, and I could neither have nor desire a more complete vindication. $170,713 24 of it is to pay the State of New-York the amount retained by Mr. FLAGG from the sum due the State from the County of New York for the two and a half mill tax. To this action there was really no defence, but an answer was interposed for delay at Mr. FLAGG'S request in order to put off a payment which he himself admitted must at last be made. $65,982 82 of the amount is to pay *an award* to Mr. REYNOLDS which has passed into a judgment. The arbitrators in this case were of Mr. FLAGG'S own choosing, and the claim had been submitted to arbitration before my term of office. $47,000 of the amount is for a judgment upon an *award of arbitrators* in favor of HARSON & CLARK. In this case the arbitrator for the City was chosen by Mayor TIEMANN, and the case was contested throughout, both upon the law and the facts. $15,312 63 of the amount is for a judgment in favor of Mr. PETERSON, in a case which went to the Court of Appeals; $17,222 06 of the amount is for a judgment in favor of Mr. WHITING in a cause of action which has been pending since 1857, and which has been industriously defended; $8,392 02 of it is for a judgment for printing and publishing the proceedings of the Common Council in the newspaper employed for this purpose; $29 345, is a judgment in favor of ISAAC EDWARDS, Collector of Assets. This case is on appeal now, and the judgment below may be reversed, although it is not likely that it will be; $12,090 69 is for sprinting; $10,322 is for a judgment in favor of JOHN CALLAGHAN, for grading and regulating Fourth-avenue, upon the report of a referee, and after a contest upon the facts; $6 263 of it is a judgment in favor of SELAH SQUIRES for sidewalks. This case was also thoroughly disputed and defended; $19,293 84 of it is for a judgment in favor of SETH R. FOSTER, which was not defended, because his Honor Mayor TIEMANN, and the City Inspector informed this department that there was no defence to the claim—about $73,000 of it is for *salaries to employes of the Corporation*, refused to be paid by Mr. FLAGG, unless sued for and put in judgment; $8,302 62 of it for judgment in favor of WILLIAM V. ADAMS. This case was commenced before my term of office, and was contested throughout by me; and $26,351 of it is for the judgment of JOHN PETTIGREW. $35,000 of it is the estimated amount of judgments likely to be recovered against the City in suits which are pending, and which are being litigated.

These account for more than seven-ninths of the whole sum, and I might, if it were deemed desirable, explain with the same particularity every dollar of it. It is perhaps enough for me to say that in the Marine and Justices Courts alone, during the year 1858, there were *four hundred and twenty-five suits against the City*; in all of which the City was represented, and in every case in which the Departments did not advise me that there was no defence, the plaintiff was obliged to prove his case.

In the Court of Appeals, the Supreme Court, the Superior Court and the Court of Common Pleas, *there have been some two hundred cases disposed of during the year*, and notwithstanding all this litigation, and that this department has in addition to examine the titles to all the real estate acquired by the City, to conduct the proceedings in the opening of streets, and to give written opinions to all the departments upon all subjects affecting the government and powers of this great City, not a single suit has gone by default, unless under the direction of the late Comptroller, or upon the written statement of the head of the appropriate departments that there was no defence; and the whole number of such will not exceed twenty or thirty.

In every other case judgment has been obtained only after a contest, upon the verdict of a jury, or the decision of a court or its judicial substitute; and no case has been referred during the past year, except such as, upon motion, the Court would have ordered a reference in, and every case referred has been fought, and the claimant obliged to make good his claim by legal proofs.

It may not be improper for me here to say that no one of the gentlemen who have formerly held the office has ever had one-third of the amount of labor to perform which has fallen to my lot; and while all of them, with the exception of my immediate predecessor, derived remunerative fees, my compensation is limited to a fixed salary.

In view of the foregoing facts, your Honorable Body will see the necessity of promptly providing means for the adjustment of the claims which have passed into judgment, and to which Comptroller, HAWS has heretofore directed your attention.

I also beg your attention to the fact, that no matter how flagrant the case may be of injustice to the City, or how strongly soever its legal adviser may be of opinion that an appeal from the judgment below should be taken, there are no means provided by which the appeal can be made effectual to stay execution. No overburdened public spirit and responsible tax-payer can be found to sign an undertaking as surety for the Corporation, and many judgments against it, which might have been reversed upon appeal, have, on this account, become final. The City is remediless, and the law officer without power in the premises.

In my annual report for the year 1858, I made some suggestions concerning the law allowing parties to be witnesses on their own behalf in suits against the City, and recommended an application to the Legislature on the subject. The importance of this induces me again to call your attention to it.

Earnestly soliciting your aid and coöperation in the discharge of the onerous and responsible duties of my office.

I have the honor to be, your obedient servant,
RICHARD BUSTEED,
*Counsel for the Corporation.*

It was directed that the communication be entered at length on the minutes.

Another communication was received from the Counsel to the Corporation, in answer to the resolution of the Board asking what powers the Common Council and Supervisors had to supervise the management of the Almshouse Department.

Mr. Busteed says they have no such powers, except a general right of inspection of the affairs of the Department, and where buildings requiring the expenditure of more than $5,000 are to be erected for the Department, in which case the Board of Supervisors must make the appropriation. The communication was referred.

Alderman ADAMS moved that the Special Committee of five, appointed to consider the Mayor's nomination for City Inspector, be discharged from the further consideration of that subject. It had been before that Committee long enough, especially as he understood that the person now before them was a candidate for Health Officer. The Board was placing itself in a ridiculous light before the community in allowing this Committee to keep this subject before them so long without reporting.

The Alderman from the Eleventh Ward moved that the Board adjourn, and the motion prevailed, (9 to 7,) of the following members voting in the negative: Aldermen Starr, Adams, Darragh, Bradley, Owens, McSpedon and Genet.

The Board meets again on the first Monday in March.

TERRIBLE GAS EXPLOSION.—A singular accident occurred at the south end of Rush-street Bridge on Saturday evening, about dusk, as the lamplighter was lighting the gas at the east side of the south abutment. The gas had escaped from a leak in the pipe, and had filled the space, some thirty feet long, in depth increasing from six to twelve feet and about six feet in width between the outer and inner wall of the abutment, and covered by strong stone flagging, six inches in thickness, inclosing thus in masonry a volume of over one thousand feet of gas, which was ignited at the top of the iron column of the lamp-post. The effects of the explosion were terrific, the heavy flagstones being thrown into the air like shingles, and in their descent breaking them asunder by the force of the fall. Fortunately, but few persons were in that immediate vicinity, though three chanced to be passing on that part of the sidewalk at that time. A Mr. NOTT, employed at the car repair shop of the Illinois Central Rrailroad, was hurled from the sidewalk nearly across the street, and severely bruised. A bricklayer, named JAMES REYNOLDS, residing on South Clark-street, was taken into the air and fell into the chasm thus opened among the rubbish and broken stones, falling a distance of over twenty feet. He received severe but it was not thought dangerous bruises, and was taken home in a wagon. A third man, an employe in the Tremont House, was also injured slightly.—*Chicago Journal, Feb. 21.*


**Herring Patent Champion Safe.**

LATE FIRE AT DUBUQUE, IOWA.

DUBUQUE, Jan. 7, 1859.

MESSRS. S. C. HERRING & Co.—Gents: I am requested by Mr. T. A. C. Cochrane, of this place, to say to you that on the morning of the 4th inst., about 3 o'clock, his store took fire, and the entire stock of goods was destroyed. The heat became so suddenly intense that none of the goods could possibly be saved; but fortunately his ... and papers, which were in one of your Champion Safes were all preserved perfectly. And well they may be called champion, for during the whole conflagration there was one incessant pouring of flame directly upon the safe which contained them. And still, upon opening it, the inside was found to be scarcely warm, while the outside was most severely scorched. Yours truly,

N. A. McCLURE.

HERRING'S PATENT CHAMPION FIRE AND BURGLAR-PROOF SAFES, with HALL'S PATENT POWDER-PROOF LOCKS, afford the greatest security of any safe in the world. Also Sideboard and Parlor Safes, of elegant workmanship and finish, for plate, &c.

$1,000 REWARD will be paid to any person that can show that a HERRING'S PATENT CHAMPION SAFE ever failed to preserve its contents in an accidental fire.

S. C. HERRING & CO.,
No. 251 Broadway, corner Murray-st.,
opposite City Hall, New-York.

**Singer's Sewing Machines.**

The new Family Sewing Machines, at $50 and $75, are attracting universal attention. In all essential good qualities they are much the best Machines ever offered at a low price. I. M. SINGER & CO., No. 458 Broadway.

**India-Rubber Spring Bed.—Good Citizens,** will you listen with attention? Don't buy a Spring bed until you have seen all; and if, after seeing all, you do not give us the preference, we will not complain. All we now insist upon is, that you call and see for yourselves. They can be seen at No. 59 Beekman, and No. 732 Broadway.

**Singer's Sewing Machines.**

The immense increase in the demand for these admirable Machines—it has trebled within four months—indicates the reviving prosperity of the country. The prices of our Machines have been greatly reduced.

I. M. SINGER & CO., No. 458 Broadway.

**Take Healthful Physical Exercise,**
At WOOD'S Gymnasium,
No. 6 East 28th-st.

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FAMILY SEWING-MACHINES.
NEW STYLES AT REDUCED PRICES.
NO. 495 BROADWAY, NEW-YORK.
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LARGE BOTTLES, FIFTY CENTS.
SMALL BOTTLES, TWENTY-FIVE CENTS.

For sale by all jobbers, druggists and fancy goods dealers in every part of the United States.
Dépôt, Nos. 517, 497 and 197 Broadway, New-York.

**Coal Oil!**—The Empire State Coal Oil Company has constantly on hand and for sale, a superior article of Coal Oil for burning in all kinds of Kerosene Lamps. It is light colored, free from odor, burns out dry in the lamp without crust, smoke or trimming; giving the cheapest and most beautiful light in the world. Orders respectfully solicited and promptly filled.

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No. 240 Pearl-st., New-York.

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CUTLERY AND HARDWARE DEALERS,
Knives and Steel Goods of all descriptions,
Plated with Silver in a Superior Manner.
No pains will be spared to make our work
THE BEST IN MARKET.
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**F. Y. S.—Ballou's French Yoke Shirts, new style,** made to order, sewed by hand, and warranted to fit. Also, a fine selection of Gentlemen's Furnishing Goods, at BALLOU'S Shirt Emporium and Bazaar, No. 409 Broadway.

**Rupture Cured**—By MARSH & CO.'S Radical Cure Truss. They also keep Silk Elastic Stockings for varicose veins, supporters and shoulder braces. Instruments for deformities made to order. Office No. 2 Vesey-st., Astor House, New-York.

**Young Men of Talent Struggle for Success** and fail because they have chosen a wrong pursuit. A correct phrenological examination, pointing out the talents, defects and proper vocation, as given by FOWLER & WELLS, No. 308 Broadway, should be secured by all.

**Smithsonian House,** BROADWAY, CORNER OF HOUSTON-ST.—Conducted on the European Plan. Single Rooms, 50 cents, 75 cents and $1 per Day. Double Rooms and Parlors, $1 50 to $3. Meals as ordered.

**Tracy's Celebrated Shirts made to order,** with plain or bayadere bosoms, at the Shirt and Collar Dépôt, Nos. 87 and 89 William-st., one door north of Maiden-lane. GEO. M. TRACY, Agent.

**Banvard's Hall, No. 639 Broadway.**—A grand exhibition of the Diorama and Panorama, on SATURDAY, at 3 o'clock, for ladies, children, and family parties. Go early and secure seats.

**Ladies' Gaiter Boots with Heels, at 12s.** per pair. Also Ladies', Misses', Boys' and Children's Gaiter Boots and Shoes of all styles and prices; India-rubbers, &c., at MILLER & CO.'S, No. 337 Canal-st.

**For Faultless Shirts made to Order by Hand** or ready-made, all sizes, go to McLAUGHLIN'S corner of Greenwich and Murray sts. N. B.—Two counter show-cases for sale cheap.

**Elastic Stockings, Shoulder Braces, Female** Belts and Supporters, Knee Caps, and Dr. Glover's new Lever Truss, superior to any other now in use. No. 4 Ann-st.

**Murderous Hair Dyes.**—As the Faculty are warning the public against poisonous hair dyes, it is proper to state that JAMES R. CHILTON, M. D., the first analytical chemist in America, recommends CRISTADORO'S EXCELSIOR DYE as free from all deleterious substances. His statement to that effect may be seen at CRISTADORO'S, No. 6 Astor House.

**Barry's Tricopherous**
is the
BEST AND CHEAPEST ARTICLE
For DRESSING, BEAUTIFYING, CLEANING, CURLING, PRESERVING and RESTORING THE HAIR. Ladies, try it. For sale by all druggists and perfumers.

**Batchelor's Hair Dye, Wigs and Toupees.**—This celebrated establishment is at No. 233 Broadway. Twelve private rooms for the application of his famous Hair Dye, the best extant. BATCHELOR'S Wigs and Toupees have improvements over all; this is the only place where these are properly understood and made.

**The Metallic Tablet Strop**—Invented by GEORGE SAUNDERS, A. D. 1816. This, the genuine article, has never been equaled for producing the keenest possible edge to a razor. Can be obtained of the subscribers and sole manufacturers, J. & S. SAUNDERS,
Store No. 7 Astor House.

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PRICES GREATLY REDUCED.
They are the favorites for families.—*New-York Times.*
We prefer them for family use.—*New-York Tribune.*
Office, No. 505 Broadway, New-York.

**A. W. Faber's Lead Pencils sold at Retail** by all stationers. At wholesale only by EBERHARD FABER, (sole agent,) No. 133 William-st.


## MARRIED.

HALL—RUCKEL.—In this City, on Wednesday evening, Feb. 23, by the Rev. Dr. Dewitt, CURTIS H. HALL to KATE F. RUCKEL, eldest daughter of the late D. E. Ruckel.

☞ Springfield, Ill., papers please copy.

BUSH—FAY.—In this City, on Thursday, Feb. 24, by the Right Rev. the Bishop of New-Jersey, the Rev. JAMES S. BUSH, Rector of Grace Church, Orange, N. J., to HARRIET ELEANOR, daughter of the late Samuel Howard Fay, Esq., of Savannah, Ga.

ALLEN—HENDRICKS.—In this City, on Wednesday, Feb. 23, by the Rev. J. J. LYONS, HENRY S. ALLEN, of Philadelphia, to ROSALIE, daughter of Henry Hendricks, of this City.

VIELE—CLOSSON.—In Brooklyn, on Tuesday, Feb. 22, by the Rev. N. E. Smith, ARCHD. R. VIELE to HELEN A., eldest daughter of Mr. N. H. Closson, all of Brooklyn.

VAN BOSKERCK—BOWER.—In Brooklyn, on Tuesday, Feb. 22, by the Rev. B. C. Cutler, D. D., assisted by the Rt. Rev. Henry J. Whitehouse, D. D., Bishop of Illinois, GEORGE W. VAN BOSKERCK, of New-York, to ELIZABETH, daughter of Thomas Rowe, Esq., of the former place.

CHEMIDLIN—MONJO.—In Brooklyn, on Wednesday evening, Feb. 23, at the residence of the bride's father, by the Rev. C. C. Pise, D. D., Mr. JOHN B. CHEMIDLIN to Miss ANGELIQUE, eldest daughter of Louis Monjo, all of Brooklyn.

BARTOW—CROLIUS.—In Brooklyn, on Tuesday, Feb. 22, by the Rev. A. Elmendorf, WILLIAM J. BARTOW to ELSIE ANNA, only daughter of William Crolius, Esq., all of the former place.

CLEARMAN—VREELAND.—At Vanderbilt's Landing, S. I., on Thursday, Feb. 24, by the Rev. Dr. Brett, LEWIS A. CLEARMAN to Miss KATE E. VREELAND, daughter of the late CAPT. WM. Vreeland.

ALEXANDER—EARLE.—On Thursday, Jan. 20, by the Rev. R. R. Thompson, JOHN H. ALEXANDER, of this City, to JENNIE, youngest daughter of Robert Earle, Esq., of Sing Sing, N. Y.

SCRUGHAM—KELLINGER.—At Yonkers, on Wednesday, Feb. 23, at St. John's Church, by the Rev. A. B. Carter, D. D., Gen. WM. W. SCRUGHAM to Miss MARY KELLINGER, all of Yonkers.

NEWELL—LIVINGSTON.—At Livingston, Columbia Co., N. Y., on Wednesday, Feb. 23, at the bride's residence, by the Rev. Mr. Sill, HENRY NEWELL, of Rondout, to Miss JANE THORN LIVINGSTON.

DAYTON—WOODFORD.—At Rensselaerville, N. Y., on Feb. 23, by the Rev. Mr. Loomis, WM. H. DAYTON, of Peekskill, to Miss SARAH P. WOODFORD, daughter of R. Woodford, of the former place.

## DIED.

ADAMS.—In this City, on Thursday morning, Feb. 24, CHARLES HENRY, infant son of E. K. and Elizabeth G. Adams.

The friends and acquaintances of the family are respectfully requested to attend the funeral, this day, (Friday,) at 3 o'clock P. M., at the residence of his parents, corner of Broadway and 163d-st.

GAGE.—In this City, on Wednesday, Feb. 23, HAMPTON D., eldest son of Hampton D. and Mary E. Gage, aged 14 years, 7 months and 14 days.

The relatives and friends of the family, also First Troop of National Guards, are respectfully invited to attend the funeral, from the Methodist Church, 86th st., between 3d and 4th avs., Yorkville, on Sunday, Feb. 27, at 1 o'clock. His remains will be interred in Cypress Hills Cemetery.

SEDGWICK.—In this City, on Thursday morning, Feb. 24, after a short illness, Mrs JANE SEDGWICK, of Stockbridge, widow of Harry D. Sedgwick, aged 64 years.

Her remains will be taken to Stockbridge, Mass., for interment.

JOHNSON.—In this City, on Wednesday evening, Feb. 23, KATE FRANCES, only child of William and Harriet Johnson, aged 2 years 6 months and 28 days.

The friends of the family are invited to attend the funeral this (Friday) morning, at 8½ o'clock, at the Rev. Mr. Van Nest's Church, 21st st., between 5th and 6th avs., without further invitation.

TIMOLAT.—In this City, on Thursday morning, Feb. 24, Mrs. ELIZA TIMOLAT, aged 62 years, wife of the late Louis J. Timolat.

The relatives and friends of the family, and of her son-in-law, Geo. W. Loss, also the officers and members of the Fifth Company National Guards, are invited to attend her funeral from No. 1 Carroll-place, Bleecker-st., on Sunday next, at 1½ o'clock P. M., without further invitation.

HAVEMEYER.—In this City, on Monday, Feb. 21, of croup, ADA DIEDRICH HAVEMEYER, youngest daughter of the late Diedrich M. Havemeyer, aged 3 years and 10 months.

The relatives and friends of the family are respectfully invited to attend the funeral, from her late residence, No. 199 West 14th st., on Friday, 25th inst., at 1 o'clock, without further invitation.

MANNING.—In this City, on Thursday, Feb. 24, at the Newsboys' Lodging House, EDWARD MANNING, aged 19 years. He was a favorite with all who knew him.

TROWBRIDGE.—In Brooklyn, on Thursday morning, Feb. 24, of scarlet fever, ADA, youngest daughter of Samuel R. and Cornelia Trowbridge.

The friends of the family are invited to attend the funeral, this day, (Friday,) at 3 o'clock, at No. 10 De Kalb-av.

JENKINS.—In Brooklyn, on Tuesday, Feb. 22, ISABEL STUART, only daughter of Wm. H. and Lucy G. Jenkins, aged 4 months.

HAMILTON.—In Brooklyn, on Thursday, Feb 24, DAVID H. HAMILTON, in the 56th year of his age.

The relatives and friends of his family are invited to attend the funeral services, at his late residence, in 12th-st., between 7th and 8th avs., Brooklyn, on Saturday next, Feb. 26, at 2 o'clock, without further invitation. His remains will be taken to East Chester on Sunday for interment.

COGER.—At Brooklyn, E. D., on Wednesday, Feb. 23, JOHN COGER, aged 77 years.

His remains will be taken to Norwich, L. I., this (Friday) morning, at 9 o'clock, by the Long Island Railroad.

HUBBARD.—At Buffalo, N. Y., on Monday, Feb. 14, EARNEST DOTY, son of Royal S. and Sue W. Hubbard, aged 6 months and 18 days.

DUDLEY.—At Hastings, on the Hudson, of consumption, GILMAN, son of Gilman and Margaret Dudley, aged 20 years and 8 months.

☞ New-Hampshire papers please copy.

OBITUARY.—The following incompetent tribute to Mrs. SAMPSON, whose friendship for many years has been to me a privilege and a blessing, has been delayed, fearing it might anticipate a more satisfactory notice from some other of the many friends who loved her, but who, perhaps, have preferred rather to garner up in their own hearts the memory of one so dear, than to spread the record of her quiet, unobtrusive virtues abroad.

But a character so singularly beautiful as hers,—a death consummated through circumstances so full of touching interest, may not be brought unprofitably to the contemplation of others. Perchance some may hearken through the force of a lovely example, to one, "who being dead, yet speaketh."

*On the Death of Mrs. Martha James Sampson.*

Her marble brow
Was pure as though some angel wing had passed,
And swept all taint of earth away.
She faded, slowly, softly from the earth,
In patient suffering,
And died, as some sweet flower dies away,
Shedding a heavenly incense to the last.

Among the many lovely traits of Mrs. SAMPSON'S character, patience was preeminent. Perhaps few have had so many and such trying occasions for the exercise of that virtue, which in its very nature implies suffering, of none, certainly, ever gave so fit more perfect exercise. In sickness, as well as in health: in the brief moment of joy, as in the dark day of sorrow; in all the changes and vicissitudes of life, a gentle, quiet, patient spirit prevailed. Humility, courtesy, and a sweet winning manner marked her intercourse with others. While in each and every one, she recognized a member of her heavenly Father's family,—having a claim upon every other member for that kindness, sympathy and charity which are the need, at some time, of all under the burden of their common humanity. And in whatever neglect or depression of circumstances any might be who approached her, she never allowed herself to forget the deep significance of the Apostle's interrogatory, "Who maketh thee to differ from another?" In meeting the appeals of suffering, ministering to the sorrows of the afflicted, relieving the poor and sick, she did it with a sweet reverence, as unto Him who uttered the blessed words, "Inasmuch as ye have done it unto one of the least of these my brethren, ye have done it unto *me*." In all the domestic and social relations, she was a *true woman*, adorned ever with the sweet grace of "a meek and quiet spirit." Pure and lovely in life, patient and resigned in death, she has left behind the precious example of one who tried to walk in the "way that leadeth to the better life;" not relying upon any good in herself, but looking with the Christian's humble hope to the Saviour of sinners in whom, and through whom *alone*, she trusted for mercy and salvation.

Mrs. SAMPSON died in Huntsville, Ala., on Jan. 31, at the residence of her sister, Mrs. Dr. Alfred Moore. She had long been in feeble health, and was finally advised by her physician to seek a milder climate, with the hope of restoration. But disease soon fastened upon her with a progress so rapid as to make a return home impossible, and whatever of sorrow may belong to that last hour, in the thoughts of leaving beloved ones, was augmented in her case by the natural, earnest wish to be at home—to die. Kind citizens offered their grateful, affectionate attentions. Beloved members of her own family were around her too, to minister to the last moments.

And all that mortal love could do, was done,
To soothe and comfort the dear suffering one.
But when the wasting strength proclaimed
That life was nearly done,
With quivering lips she asked,
"Shall I no more see home?"
Then, in the deep silence of her heart she whispered,
"Father, thy will, not mine, be done."
"And now she sleeps in her silent home.
The new laid turf is green,
And the sweet flowers I ween
Will love to come and deck the lowly bed
Where in calm slumber rests the once aching head.
The wild bird's song is here,
The sunshine bright and clear,
Oh, peace,—she's sweetly sleeping,
While we the watch are keeping.
Why answer still with weeping
Unto my earnest tone
Is this her home?
Is this her home?
I ask in solemn tone.
Behold, the Lord is here;
The Lamb of God is near,
To lead her into pastures ever fair,
And point her to the living waters there;
See! robed in light she stands
Amid the angel bands;
Her hand a harp is stringing
Oh! list the song she's singing,
Most joyful is the tone,
*Heaven is now my home.*"

The remains were brought to Greenwood, and there placed beside other loved ones who had gone before;—while sorrowing ones behind ponder deeply and trustfully on the words—"I am the Resurrection and the Life, saith the Lord. He that believeth on me, though he were dead, yet shall he live." EXANIMO.

☞ Richmond and Huntsville papers please copy.


**NEW PUBLICATIONS.**
READY THIS WEEK.
BY
D. APPLETON & CO., Nos. 346 and 348 Broadway.

READY THIS DAY.

ONWARD; OR, THE MOUNTAIN CLAMBERERS. A Tale of Progress. By JANE ANN WINSCOM. 1 vol. 12mo. 75 cents.

CONTENTS:
Looking Upwards;

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**EVERY DRY GOODS MERCHANT**
IN THE UNION.
**DE FOREST, ARMSTRONG & CO.**
Are now receiving their Spring Importations, and are exhibiting at their
SALES ROOMS,
**NOS. 80 AND 82 CHAMBERS-ST., N. Y.,**
the most extensive, elegant, varied, and complete stock o
**FOREIGN AND DOMESTIC GOODS**
ever before offered for sale by them, and presenting attractions and advantages to the trade generally, and from all parts, such as are to be met with in very few places. Their extensive Stores on Chambers-st., which they occupy entire, enable them to appropriate to each class of goods a separate department, and to have, in fact so many distinct stocks in their Warerooms, each of which will be complete. Without specifying the articles embraced, they would name the departments via :
DRESS GOODS,
SILKS,
WHITE GOODS AND LINENS,
CLOTHS AND CASSIMERES,
FLANNELS,
SHAWLS AND MANTILLAS
HOSIERY AND GLOVES,
YANKEE NOTIONS,
DRESS TRIMMINGS,
PARASOLS,
DOMESTICS AND PRINTS.
To their Domestic and Print Department they call particular attention, embracing all the leading makes and styles, which will be sold at the very lowest rates. They have the entire production of the
**WARREN PRINTS,**
A print which has done more good to the retailers through the country last season, than perhaps any other low-price print. Their Merrimack, Cocheco, Sprague, Garner, Dunnell and PACIFIC AMARANTH PRINTS are of the very best selections.
CLINTON, GLASGOW, LANCASTER and SCOTCH GINGHAMS in every variety.
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| Lonsdale, | Arkwright, | Pocasset, |
| Naumkeag, | Patterson, | Pepperill, |
| White Rock, | Hebron, | Cabott, |
| Metamora, | Lawrence, | Atlantic. |

All the well-known makes of TICKS, STRIPES and DENIMS, such as York, Hamilton, Pemberton, &c.
Soliciting trade on liberal terms, they invite notice to their House—street and number as above.

**DOUGLAS & SHERWOOD'S**
**PATENT**
**TOURNURE CORSET.**
This article confines in one garment A CORSET OF SUPERIOR SHAPE AND FINISH and a BUSTLE OF PERFECT MODEL, insuring free and healthful action to the lungs, and comfortable support to the spine. It has been pronounced by all who have seen it, (among whom are several eminent members of the Medical Faculty) to be *the only Corset without an objection*, either artistic or physiological. No lady can well do without it. D & S. still manufacture their well-known
**EXPANSION SKIRT.**
Also, the celebrated
**MATINEE SKIRT,**
which, for COMFORT and ELEGANCE, is unsurpassed; together with over seventy other different styles—all of which are for sale at all the principal stores in the United States and Canadas.
All articles of their manufacture
ARE STAMPED WITH THEIR TRADE-MARK.

**SKIRTS, SKIRTS,**
FOR THE SPRING TRADE.
**OSBORN & VINCENT,**
NO. 92 WARREN-ST., NEW-YORK.,
Invite merchants generally to examine the
PATENT
**IMPERIAL SKIRT,**
Manufactured exclusively by them and for sale by all the leading houses.
JOBBERS (only) SUPPLIED.
OSBORN & VINCENT,
Proprietors of the Extension Skirt Patent,
No. 92 Warren-st., New-York.

DRESS GOODS.
**BOOTH & TUTTLE,**
Corner Chambers, Church and Warren sts.,
Are constantly receiving fresh supplies of New and desirable
**DRESS GOODS,**
To which they invite the attention of
**CLOSE BUYERS**
For cash or short credit.

**NEW SPRING AND SUMMER**
DRY GOODS !
To the early buyers of choice DRESS GOODS.
Just received per late arrivals.
The following desirable FABRICS, which are offered at retail in their original package assortment,
CHEAP FOR CASH,

| | |
|---|---|
| Rich Printed Organdies, | All Wool DeLaines, |
| Organdie Robes, | Kochnlin Jaconets, |
| Grenadine Robes, | Single Color Organdies, |
| Barege Robes, | Barége by the piece, |
| Lyon Fancy Silks, | Grenadere Foulards, |
| Printed Foulards, | Barege Anglais, |
| Gros Odiera Prints, | English prints, |
| Foil de Chevres, | Cotton and Wool Fabrics. |

FAMILY COTTONS AND LINENS.—All choice makes, the best assortment in the trade. Cottons at present, on account of the advance, selling less than the Commission-house prices. CARPETS closing out at GREAT BARGAINS to make room for our large increasing trade in DRY GOODS.
HORTON & SONS,
No. 279 Fulton st., Brooklyn.
P. S.—Whole building, five stories. Goods sent to East Brooklyn, New-York, and forwarded by express to any part of the United States.

**MILLINERY GOODS.**
MARTIN & LAWSON,
No. 364 Broadway, corner of Franklin-st., up stairs,
Are now prepared to exhibit their Spring importation of French Millinery Goods, consisting of
RIBBONS,
PLAIN AND FANCY SILKS,
LACES,
CRAPES,
FLOWERS,
STRAW BONNETS, &c., &c.
Also, a large assortment of Mourning Goods, as Black English Capes, of a superior manufacture, Mourning Ribbons, Lisses, Flowers, &c.

**RIBBONS**
FOR
SPRING TRIMMING,
DRESS TRIMMINGS,
BONNET RIBBONS.
FLUTED RIBBONS.
Discount to Dressmakers.
Morrison Skirts—Extra quality.
JOHN MORRISON & SON,
No. 383 Broadway.

**AUBURN CARPETS.**
Three-ply, Ingrain and Venetian Carpets, in improved quality and new designs. Sole agent for selling the good,
GEORGE E. L. HYATT,
No. 273 Canal and No. 31 Howard-st.,
6 doors east of Broadway, New-York.

**FOUNTAIN'S INDIA STORE, NO. 653 BROADWAY.**
Strangers and merchants will find a new stock of India Pineapple Dress Goods by the yard in any quantity or by the piece, and many very desirable articles, which are only to be found at the above India store.
NO. 653 BROADWAY.

**SKIRTS.**—TWELVE SPRING SKELETON Skirts, self-adjusting bustle, best pattern, $1 31 ; 14 springs, $1 50, and 17 springs, $2 ; Children, 4 springs, 25 cents. Dealers supplied with 9 springs for $8 per dozen ; 12 springs, $11, and 14 springs for $14 per dozen. C. L. HARDING, No. 281 Spring-st., corner Hudson. No connection with the next store.

**A CARD.**—TO SOUTHERN AND WESTERN BUYERS—Paris pattern bonnets, a large assortment of home manufacture, now ready for the wholesale trade, at the lowest cash prices, at WM. SIMMONS, 564 Broadway.

## NEW PUBLICATIONS.

**DELISSER & PROCTOR, NO. 508 BROADWAY,**
(Successors to STANFORD & SWORDS.)
PUBLISH THIS DAY,
BALLYSHAN CASTLE,
A Tale founded on Fact,
By SHERLAH;
12mo., cloth ; price $1.
*From the New-York Evangelist.*
Few specimens of the religious novel are more perfectly unexceptionable than this ; some of its scenes are deeply affecting.
BOTH SIDES:
Or the Controversy between the Romish and the Reformed Churches, &c.,
By The Rev. T. S. BACON.
12mo., cloth ; $1.
This valuable work presents in documentary form the great essential points of difference between the respective systems of Romanism and Christianity.

**ROMAN HISTORY FOR SCHOOLS.**
A. S. BARNES & BURR,
Nos. 51 and 53 John-st., New-York,
have just published,
**THE HISTORY OF ROME.**
Three parts in one volume. Part 1st, KINGS OF ROME; Part 2d, EMPIRE OF ROME; Part 3d, REPUBLIC OF ROME. By F. W. RICORD, Secretary of Board of Education of Newark, N. J. Price $1. This work is published in fine style, with beautiful engravings. It cannot fail to meet the wants of Schools.

**THE GREAT SPEECH OF THE HON.** JNO. MINOR BOTTS, at the Academy of Music, on the 22d inst., for sale at McKEE & CO., Publishers, Sun Buildings, and by all News Agents. Price 10 cents.

**SEE FRANK LESLIE'S PAPER, THIS** day, containing picture of a child attacked and dreadfully lacerated by a Bengal tiger.

**ROBERT E. BABB**—REAL ESTATE AND COLlecting Agent, Office No. 167 Broadway ; residence No. 6 Jones-st., near 4th-st. Houses let and rents collected, &c. All business intrusted to his care will be promptly and faithfully executed.
REFERENCES.
A. M. Gunn, M. D., No. 134 4th-st.
Leonard W. Kipp, Esq., No. 85 Bleecker-st.
N. D. Herder, Esq., No. 99 Murray-st.
Mathias Clark, Esq., No. 525 Greenwich-st.
Wanted, several medium-size houses in the upper part of the City, for responsible tenants.

## FOR SALE.

**FOR SALE**—THE TWO ELEGANT NEW BROWN-stone houses Nos. 112 and 114 Madison-avenue, being each nearly 20 feet front by 60 feet deep ; five stories high, built in the very best manner, and replete with every convenience, and will be finished ready for occupancy by the 1st day of March next. Terms very accommodating to a responsible party. For further particulars, apply to A. W. FRY, No. 12 Chambers-st., from 11 A. M. to 2 P. M., first floor, office No. 1.

**VALUABLE FARM FOR SALE AT AUCTION.**—The heirs of the late Anna Chadeayne will sell at auction, on the premises, WEDNESDAY, March 9, at 1 o'clock P. M., the farm lately occupied by deceased, and well known as the Stephen Conklin property, situated in the town of New-Castle, 32 miles from New-York, 2½ miles northeast of the village of Sing-Sing, 3½ miles west of the Harlem Railroad, and 2½ miles from Croton Lake. Said farm contains about 100 acres highly cultivated land, 75 of which is ridge meadow, 10 of beautiful timber, and the remainder in orchard, at a good bearing age. There are on the premises a large and commodious house, barn, cow-house, wagon and carriage-houses, and all other necessary buildings ; also, a never-failing well of excellent water at the door, offering altogether the greatest inducements to those wishing a good farm and splendid country residence.
For reference, inquire of Williams, Stevens & Williams, Broadway ; Nelson J. Waterbury, General Post-office, New-York ; Barnard Rice, Clinton Market, New-York ; Hyatt Lyons, corner of Pearl and Wall sts. ; Chadeayne & Brother, Yonkers ; S. C. Sutton, Bedford ; David Chadeayne, on the premises.

**THE UNDERSIGNED, EXECUTOR, &c.,** of JOHN FISHER, deceased, will sell at public auction, at the dwelling-house lately occupied by said deceased in White Plains, Westchester County, on WEDNESDAY, March 3, 1859, at 12 o'clock at noon, the farm of the said deceased in the said town of White Plains.
This farm is on the main street leading through the village of White Plains, about one mile from the Railroad Depôt ; contains about 93 acres of land in excellent order, well stocked with fruits of the various kinds. The dwelling-house is large and commodious, the barns and out-buildings are new and convenient. The farm is desirable either as a farm or as a country residence, and is capable of being divided in four parcels, giving a frontage on the main street of upwards of 400 feet to each parcel.
Two-thirds of the purchase money can remain on the premises for a term of years, at 6 per cent. per annum.
For further particulars apply to Dr. JARED LINSLY, No. 22 Lafayette-place ; WM. E. ROSS, Esq., No. 33 Wall-st.; S. E. LYON, Esq., No. 41 Wall-st., New-York ; or to the subscriber at White Plains.
J. W. MILLS, White Plains.

**FOR SALE, IN NEWARK, N. J., A VERY** large, pleasant and convenient, three-story, double brick dwelling, situated at the corner of Chestnut and Orchard sts., facing on Chestnut, containing nineteen well-finished rooms, as follows : On ground floor, a large parlor, tea-room, dining and kitchen, with one in basement, and a fine, airy, cement cellar ; on second floor, four bedrooms and two hall rooms ; on third floor, eight nicely-finished rooms. Marble mantels on first and second floors, and gas and water fixtures throughout the house. The house is 36x40 feet, and one of the most desirable locations in the City, being near the South Park, and convenient to the Chestnut-st. depôt. For further particulars, apply at the house any day from 2 to 3 o'clock P. M.

**FOR SALE, TO CLOSE THE ESTATE OF** Edward Kellogg, four brown stone houses (just completed) on the north side of 21-place, between Clinton and Henry sts., Brooklyn Heights. Price $6,500, in 50, and grounds, south side of President-st., between Clinton and Court ; also the brown-stone house, No. 65 1st-place, between Clinton and Court, and the dwelling, east side Clinton, between Carroll and President sts. All the above property are first-class, they are supplied with water, gas, furnaces, and other modern improvements ; those in 21-place are frescoed throughout the parlor stories. They will be sold low. For further particulars inquire of E. R. KELLOGG, Executor, No. 90 Beaver-st.

**FOR SALE OR TO LET**—ONE HOUSE AND lot No. 69 West 22d-st., near 6th-av.
Six houses and lots in 39th-st., between 2d and 3d avs. One brown stone house, 227 Union-st., South Brooklyn. These houses have all the modern improvements.
Lease of store No. 12 Spruce-st., New-York.
One lot on 9th-av., near Central Park.
Nine lots on 134th and 135th sts., near 6th-av.
One house and lot No. 40 South 7th-st., Williamsburg.
Apply to JOSEPH H. ASH, or ASH & NICHOLLS, No. 183 William-st., corner of Spruce.

**FOR SALE, TO LET, OR EXCHANGE, IN** Brooklyn, building No. 103 East Warren-st., (title perfect,) suitable for manfacturing shop, storage, machinery, or any heavy work ; new and substantial walls, three story, 25 by 42 feet, brick building, finished with one large room, covering the entire of each floor ; lot 25 by 100 feet ; three years of a mile from Atlantic-av. Ferry, and 3 to 5 minutes' walk from Court-st. City Railroad cars, either by Fulton or Hamilton-av. Ferries. Apply to J. DAVENPORT, corner Fulton-av. and Oxford-st., Brooklyn.

**FOR SALE**—SEVERAL HOUSES ON SECOND-av., between 34th and 35th sts., west side, Nos. 563, 565, and 569 ; price $7,000 ; also, Nos. 495 and 485 ; price, $6,000. All of the above are new, four stories high, with under cellar ; terms easy. Also, No. 138 East 32d-st., 3-story and brown-stone basement, all modern improvements ; price, $7,000 ; also, one in 31st-st., 3-story, high stoop, first-class ; price, $7,000. Also, a farm in Orange County, 125 acres in a high state of cultivation. Inquire of WM. FETTRETCH, 138 East 32d-st., between 2d and 3d avs.

**TO MECHANICS, &C.**—THE SUBSCRIBER offers for sale to mechanics and others of small means, several three-story brick dwellings in VanBrunt-st., near the Atlantic Docks, Brooklyn ; also, several dwellings in Williamsburg at from $1,800 to $2 500 each. They are in complete order, and will be sold very low to close an estate. Parties wishing to purchase can pay a small amount down, and the balance in small sums, from time to time, to suit their convenience. Apply to E. R. KELLOGG, executor, No. 90 Beaver-st., New-York.

**FOR SALE OR TO LET, OR EXCHANGE** for City property, in Bloomfield, N. J., five minutes' walk from railroad depôt, ten acres fronting the centre public common, in rear, on Morris Canal, a new commodious house, surrounded by deep tin-roofed piazza, gas house of concrete barn, outhouses, &c. Also, two tenant houses ; also, building lots fronting on common, $250 each. Above property will be sold at a low figure, and five-sixth remain on bond and mortgage. Immediate possession. Apply in Bloomfield to R. L. COOKE, in New-York to A. K. FOSTER, No. 111 Wall-st.

**FOR SALE**—A VERY DESIRABLE FIRST-CLASS house and lot, in 33d-st., near 5th-av. House three stories, brown stone, built in the best manner, with all modern improvements. Lot, 25x99 ; has been occupied but little over a year, and sold as the advertiser intends moving into the country, and offers a rare chance for a person wishing a house in the best part of the City. The carpets and mirrors will be sold with the house, if desired. For particulars, and in order to examine the house, address Box No. 1,798 Post-Office.

**FOR SALE**—AN EXTRA-SIZE FOUR-STORY house, situated in one of the most pleasant streets in the City, between 5th and 6th avs. ; it contains all the modern improvements, and is in every respect a most desirable residence. Is 32 feet 8 inches front by 68 feet deep. For terms and cards to view the premises, apply to WHITE, BRAMHALL & LOCKWOOD, Nos. 108 and 110 Duane-st.

**FOR SALE**—NO. 301 2D-AV., SOUTH-WEST CORner 19th-st. ; Four story brick private residence, with large front on the avenue. Could be conveniently altered for business purposes. Lot 28 by 75 feet ; House 28 by 42 feet. Range, bath, gas, laundry tubs, &c., &c., built expressly for the owner's occupation. Price, $14,000. Apply to E. H. BROWN, No. 121 Nassau-st., from 1 to 3 o'clock, P. M.

**WHARF AND UPLAND PROPERTY FOR** SALE OR TO LEASE.—Twelve lots of land lying at the foot of 28th-st., East River, being in front on 28th-st. 310 feet by 100 feet deep, together with the bulkhead and water right attached thereto, (now occupied by a stone-dressing Company,) will be leased for a term of years from the 1st of May next, or will be sold on very favorable terms. For particulars apply to JACOB S. BAKER and ADRIAN H. MULLER, No. 35 Wall-st.

**FOR SALE.**—THE BRICK DWELLING HOUSE No. 138 Madison-st., between Market and Pike sts., with the unexpired term of lease of lot, and privilege of renewal ; lot 25x100 feet, house 25x44 feet, two stories in front, three in the rear, with all the conveniences of sewer, wash-room, with set tubs, hot and cold water, bath, and gas throughout, and in excellent order. Apply as above, or to H. AIKMAN & SON, No. 89 Pine-st.

**FOR SALE**—THE LEASEHOLD OF THE THREE-story brick-front house No. 7 Varick-st., on the west side, between Franklin and North Moore sts. The lease has thirteen years to run from May next. Ground rent at $200 and the taxes. Lot 20 feet wide by 65 feet deep. For further particulars, inquire of PHILIP R. WILKINS, No. 6 Pine-st., or JAMES BUCHAN & CO., No. 190 Elizabeth-st.

**FOR SALE IN BROOKLYN, CHEAP.**—ONE two-story attic and cellar frame house 22x26 feet ; extension 15x26 feet ; two stories, all filled to peak with brick, containing 12 rooms besides pantries and closets, &c. All in good order throughout. Lot 25x100. Situate on Bedford-av., between Park and Myrtle-av. Car route to Fulton ferry. Price low. Terms accommodating. Apply to FOSTER & LOPER, No. 4 Sands-st., Brooklyn.

**FOR SALE**—WITH OR WITHOUT FURNITURE, the 4-story brown-stone, English-basement house No. 34 West 33d-st., between Broadway and 5th-av., newly painted and papered throughout and in perfect order, with all the modern improvements. For cards of admission and terms, apply to BURRILL, DAVISON & BURRILL, No. 49 Wall-st., or to HOMER MORGAN, No. 2 Pine-st.

**FOR SALE CHEAP**—A LARGE DOUBLE HOUSE, to settle up an estate, situate at No. 137 2d-av., between 8th and 9th sts. ; has gas, water and every other convenience to make it desirable, for $18,000. $10,000 may remain on bond and mortgage. N. B.—Stable in the rear.

**FOR SALE OR TO LET**—NO. 201 MONROE-ST., in the VIIth Ward, a very convenient three-story house, with basement and sub cellar, gas, Croton water, bath-room, with hot and cold water. For sale low, or if rented to only one family. Apply to
PRESTON SHELDON,
No. 92 Market-slip.

**FOR SALE**—IN A BEAUTIFUL LOCATION, (Murray-hill,) a three-story high basement and under-cellar brown-stone front house and lot, with every modern improvement, situated on Lexington-av., forty feet north of 38th-st. ; for sale low and on easy terms. Inquire of B. WISE, on the premises, or at No. 97 38th-st., near by.

**FOR SALE**—NO. 118 EAST EIGHTEENTH-st., near Irving-place, the very neat, modern three-story brick house, with high stoop, marble mantles, Croton water, bath, gas, speaking tubes and dumb-waiter. For further particulars and cards of admission, apply to HOMER MORGAN, No. 2 Pine-st.

**$600 CASH FOR A TWO-STORY HOUSE** with store attached, suitable for a grocer or butcher ; $900 can remain on bond and mortgage ; within five minutes' walk of the ferry ; lot 25x100 feet ; grape vines, &c. Apply on the premises of C. MONTROSS, Java-st., 5th lot east of Union-av., Green Point, L. I.

**FINE WATER POWER FOR SALE LOW,** consisting of mill, 30 by 45, two stories ; two dwelling-houses, about two acres of land, all in good order, situated one mile from Tuckahoe Depôt, Harlem Railroad. Apply at No. 98 Murray-st., New-York.

**FOR SALE CHEAP**—A LOT AND GOOD CONveniently-built brick house, No. 102 45th-st., between 6th and 7th avs. The purchaser can realize a good percentage for his money. Terms easy. Inquire of C. ACKERMAN, on the premises.

**FOR SALE**—THE THREE-STORY MODERN house, in good order, No. 24 Warren-place, (Charles-st.,) corner of Waverley-place. To be seen from 2 to 5 o'clock. A large portion of the purchase money may remain on mortgage. Apply on the premises.

**FOR SALE**—COTTAGE HOUSE AND LOT NO. 320 Pearl-st., Brooklyn, between Myrtle and Fulton avs. Inquire of J. B. HALL, No. 60 Lawrence-st. ; or No. 17 Burling-slip, New-York.

## FOR SALE.

**HOUSE ON BROOKLYN HEIGHTS FOR SALE.**
A first-class brick three-story dwelling-house in Columbia-st., overlooking the City and Bay of New-York ; house 30 by about 60 feet ; very roomy, and replete with every convenience ; lot 30 by 150 ; gardens well stocked with fruit, &c. The house was built for the present owner, and is occupied by him, and has recently been put in perfect order throughout. For terms, which will be made easy to a good purchaser, apply to H. G. LAPHAM, Nos. 26 and 28 Ferry-st., New-York. Also, an elegant span of gray carriage horses for sale, the owner being about to leave the City. Apply as above.

**FOR SALE**—CENTRAL PARK LOTS.
Lots on 5th-av., near 65th-st.
On 66th-st., next to 5th-av.
On 5th av. and 74th, 75th and 76th sts.
On 74th, 75th and 76th sts., near 5th-av.
On 77th-st., between 4th and 5th avs.
On 86th-st. and 5th-av.
On 89th-st., near 5th-av.
On 98th-st. and 5th-av.
On 5th-av. and 105th-st., and 5th-av. and 110th-st.
On 114th, 115th, 116th and 118th sts., near 5th and 6th avs.
On 81st-st., between 4th and 3d avs., and 73d-st., between 4th and 3d avs. SAMUEL EDDY, 51 Liberty-st.

**FARM FOR SALE.**—TWO HUNDRED ACRES, sixty in timber, situated in Central New-York, between Seneca and Cayuga Lakes, and near the west shore of Cayuga ; finely watered, elevated and rolling ; no waste land ; soil unsurpassed ; fine orchard of best kinds of fruit ; fences in model order ; new, spacious and elegant buildings ; one mile from Trumansburg, on the Ithaca and Geneva turnpike, and one mile from Taughannic Falls. Address WARREN HALSEY, Trumansburg, Tompkins Co., N. Y. Owner may be seen for 3 days, at the office of Gibbs, Watson & Gibbs, No. 106 Broadway. A powerful and desirable water-power adjacent to the property will be sold with it if desired.

**FOR SALE**—A FIRST-CLASS HOUSE ON COLUMbia-st., Brooklyn Heights, overlooking the bay. It contains 20 rooms, was built by the present owner in the most complete manner for his own occupation, and it presents a rare opportunity to one who wishes to purchase an elegant residence in a location unsurpassed in beauty or convenience. Possession given at any time before 1st of May. For particulars and cards to view the premises, apply to HOMER MORGAN, No. 3 Metropolitan Bank, Pine-st.

**CHATHAM-SQUARE PROPERTY FOR** SALE.—The corner lot, No. 167 Chatham-st., and the adjoining, No. 1 James-st. Also, lot No. 3 James-st., next to the corner of, and facing New-Bowery ; the whole presenting about 90 feet front. This property will be sold together or separately. Terms reasonable. Address for a few days to O. G. CARTER, Office New-York Mutual Insurance.

**FOR SALE**—TWENTY-TWO DESIRABLE LOTS on New-York-av., Brooklyn, between Wyckoff and Warren sts., adjoining the residences of A. F. Hatfield and George D. Arthur, Esqs. ; will be sold on favorable terms in one parcel or divided, as may be required by purchasers who intend to build. Apply to
JAMES D. FISH, No. 105 South-st.

**FOR SALE**—A MODERATE-SIZED THREE-STORY house and lot, pleasantly located ; the house has been thoroughly painted and papered, and is in perfect order ; all the modern arrangements for comfort and convenience are contained in it. Can be seen from 10 to 2. Price $11,000. Apply on the premises No. 136 East 13th-st., between 2d and 3d avs.

**CENTRAL PARK LOTS FOR SALE**—ON liberal terms, or will be exchanged for good improved New-York City property. Five full sized lots on 55th-st., north side, commencing 100 feet west of 6th-av. Also 2 lots on 84th-st., north side, commencing 100 feet west of 4th-av. Apply to R. L. SUYDAM, No. 158 Waverley-place, near 6th-av.

**FOR SALE**—A GREAT BARGAIN IN BROOKLYN PROPERTY.—Three good, plain brick houses, with deep lots, very convenient and in good order, containing seven rooms, besides basement, in South Brooklyn, near Flatbush-av. Title perfect and terms easy. Price $1,750. Will rent for $200 and $250 per annum. Apply to J. F. FRANKLIN, No. 7 Wall-st.

**FOR SALE**—IN A BEAUTIFUL LOCATION (Murray Hill,) a three-story high basement and under-cellar brown-stone front house and lot, with every modern improvement, situated on Lexington-av., forty feet north of 38th-st. ; for sale low and on easy terms. Inquire of B. WISE, on the premises, or at No. 97 38th-st., near by.

**FOR SALE**—IN THE MOST DESIRABLE PART of Brooklyn, a large double house, eight full lots, brick stable, &c., cow-house, &c., one block north of Fulton-av. cars. Apply on the premises, in Putnam-av., between Classon-av. and Hunter-st., or No. 20 Dey-st., New-York. CHAS. PARKER.

**CENTRAL PARK LOTS FOR CASH, NEAR** FIFTH-AVENUE, AT BARGAINS.—Five on 99th st.; seven on 101st st. Also, the four-story brick dwelling-house No. 135 West 36th st., (has gas, baths, &c.,) at two-thirds its value, on terms to suit. Apply to RAY BROTHERS, hardware merchants, No. 8 Dey-st.

**FOR SALE OR TO LET**—A LARGE MANUfacturing building, with a strong light on all sides, nearly 50x100 feet, five stories high. With it is connected a twenty-five-horse engine, tubular boiler and shafting, No. 67 Crosby-st., from the first of May next. Address, by note, J. B. CORLIES, No. 22 West 26th-st.

**MURRAY HILL.**—FOUR-STORY BROWN-stone house, 25x55 feet, lot 100 ; all the modern conveniences ; built by days' work ; occupied by the owner ; for sale at a bargain, with or without all the furniture, between Broadway and 6th-av. Apply to W. T. CHURCH, merchant tailor, No. 27 John-st.

**FOR SALE**—ON THE NORTH SIDE OF FIFTY-eighth st., between the 1st and 2d avs., the 3-story and basement high-stoop brick house, with under cellar, replete with the modern improvements. Terms easy. Inquire next door, or of PETER T. O'BRIEN, No. 150½ East 23d-st.

**TO MANUFACTURERS, &C.**—FOR SALE OR to let near the Atlantic Docks, Brooklyn, a brick building, 100 feet square, and a first-class engine, &c., with an ample supply of water ; will be sold low, to close an estate. Apply to E. R. KELLOGG, executor, No. 90 Beaver st., New-York.

**FOR SALE**—A FIRST-CLASS BROWN-STONE front house, 25x80, four stories high, with basement and under-cellar ; built in the best manner with all the modern improvements ; situate No. 173 Madison-av. Inquire of W. FIELDER, on the premises, or No. 73 East 26th-st.

**FOR SALE**—ON BROOKLYN HEIGHTS, A TWO-story attic, basement and sub cellar house, in the vicinity of "Beecher's Church," with a beautiful view of the water ; price $7,500. For further particulars, apply on the premises, No. 77 Willow-st., Brooklyn.

**FOR SALE**—THE THREE-STORY HOUSE NO. 375 State-st., between Nevins and Powers sts., Brooklyn, near Fulton-av. Railroad ; lot 21x100 ; house 21x36, with extension of 10 feet on parlor and basement floors ; terms easy. Inquire on the premises.

**FOR SALE**—FIVE NEW FIRST-CLASS THREE and four story, high-stoop, brown-stone front houses, well located, corner of 2d av. and 18th-st., all modern improvements. Apply on the premises, or corner of 18th-st and Avenue B.

**FOR SALE**—A HOUSE AND LOT ON WEST 12th-st., No. 107, four-story basement, brown-stone front, first-class, modern improvements, and a very desirable residence. Apply to WM. A. COIT, No. 15 Nassau-st., corner of Pine.

**FOR SALE**—JONES' WOOD LOTS.—THE UNSOLD portion of the lots embraced in the catalogue of the Messrs. Bleecker, will be offered for private sale for a few days, at the office of W. & M. H. WARD, No. 39 Exchange-place.

**FARM FOR SALE OR EXCHANGE FOR** CITY PROPERTY—117 acres, near Plainfield, N. J., well situated and watered, in a high state of cultivation, with stock and crops if desired. Apply to A. SHERMAN, No. 107 Nassau-st.

**FOR SALE**—THE FOUR-STORY BROWN-STONE house, and lot, No. 56 East 21st-st., north side, between Broadway and 4th-av. House 26x65, lot 98.9. All modern improvements, and built in best manner. Price low and terms easy. Apply on the premises.

**FOR SALE**—THE FIRST-CLASS FOUR-STORY house, No. 109 West 14th-st.; complete in every respect, with stable attached ; the front is 37 feet, and let nearly equal to two. Apply to J. H. GIFFING, No. 5 Tryon-row, near City Hall, from 1 to 2 P. M.

**FOR SALE**—THE HANDSOME HIGH STOOP brown stone house No. 139 East 18th-st., is modern first-class and perfect in all respects, elegantly painted and decorated. Terms easy. Apply to T. B. VOORHIES, No. 106 East 21st-st., or to E. H. LUDLOW, 14 Pine-st.

**$6,500 WILL BUY A MODERN-BUILT,** 3-story, high-stoop house on 2d-av., in good neighborhood. Terms to suit ;—making it one of the cheapest houses in the City. Apply to JNO. J. MULLEN, No. 473 3d-av., corner 34th-st.

**WESTERN LANDS.**—SELECTED LANDS IN various localities in the State of Wisconsin for sale, very low, or would be exchanged for available City property or merchandize. Address Box No. 2,910 Post-office, which will receive prompt attention.

**FOR SALE**—A NEAT COTTAGE ON FIFTY-FIRST-st., between 8th and 9th avs., with two twenty feet lots ; small stable on rear ; cheap and terms easy. J. McCLAVE, No. 387 9th-av., or from 1 to 3 P. M., at No. 31 Pearl st.

**NOTICE TO CAPITALISTS.**—FOR SALE—Several first-class houses, in good locations ; will be sold cheap for cash. Also one country residence. Apply to JAS. M. COBURN, No. 122 West 34th-st., or to ROBT. H. COBURN, No. 164 West 26th-st.

**FOR SALE.**—A HOUSE AND LOT, HOUSE 25x50, lot 95 feet ; good location, with gas and Croton water, and in good condition. Price $7,500. Apply at No. 60 Hammond-st.

**FRUIT FARM FOR SALE**—27½ ACRES, abundance of fruit and berries, 1¼ miles from depôt, and 28 miles from New-York. $2,400. Also, other fruit and dairy farms of all sizes. C. H. OLIVER, 51 Liberty-st.

**FOR SALE**—ON SECOND-AVENUE, NO. 153 one door south of 10th-st., an elegant four-story brown-stone front house, high stoop. Inquire of J. WILT on the premises.

**FOR SALE**—A FOUR-STORY BRICK HOUSE, with store and finished basement, at No. 602 3d-av. For particulars apply at No. 611 3d-av.

**STORE NO. 14 PLATT-ST. FOR SALE.**—Apply to W. L. SEYMOUR,
No. 19 Nassau-st., Room No. 5.

## HOUSES & ROOMS WANTED.

**WANTED TO PURCHASE**—IN JERSEY CITY, Hoboken, Brooklyn or Williamsburg, a small house, in a pleasant location, adjacent to the ferries ; price must not exceed $3,000 for which $500 will be paid in cash, and the balance in yearly installments of $500 each. Address, stating location, price and other particulars, for one week, S. W. JOHNSON, No. 22 Ann-st.

**WANTED**—FOR A TERM OF YEARS, FROM THE 1st of May, an old fashioned three story brick or frame house, with bedrooms between, in a good neighborhood, between Rivington and Division sts. and Essex and the Bowery ; rent not to exceed $500, to a good American tenant. Address HOUSE, Box 338 Chatham-square Post-office.

**WANTED**—FROM 1ST OF MAY NEXT, THE UPper part of a house, by a small family, gentleman, wife and infant ; say front and back room, second story, with bedroom and basement ; good location ; gas and water. Address stating rent, (which must be moderate,) G. W. E., Box No. 1,400 New-York Post-office.

**PEWS FOR SALE.**—TWO OF THE MOST DEsirable in the New Brick Church, corner of 5th-av. and 37th-st., the Rev. Dr. G. Spring, Pastor. Prices, $1,000 and $1,300. Address Box No. 655 Post-Office.

## COUNTRY RESIDENCES.

**TO LEASE**—THE COUNTRY SEAT OF THE LATE Samuel T. Carey, in East Chester, 15 miles from the City Hall, and about one mile from the Railroad Station of the Harlem, at Hunt's Bridge, or New-Haven at Mount Vernon. There are 70 to 80 acres of fine land, principally in meadow, large flower garden, well stocked with a great variety of choice plants and shrubbery, conservatory and forcing-house ; also, vegetable garden, good house, barns and stables, and new farm-house, excellent water, &c. The grounds are in perfect order on the whole place. The premises adjoin William Seaton's, Esq., perfectly healthy, on high ground, and have a view of the Sound. Will be leased for a term of years to a good tenant, at a moderate rent. If desired, possession will be given immediately. Apply to PETER NAYLOR, No. 76 Broad-st.

**A VALUABLE COUNTRY RESIDENCE FOR SALE**—With 16 acres of highly improved land, beautifully situated on the banks of the East River, within one hour of the City of New-York and a half mile from the Depôt of the N. Y. & N. Haven Railroad. On the premises are a large modern built mansion with wing attached, barn, carriage-house, ice-house, boat-house and other out-buildings all in perfect order. The grounds are handsomely laid out with fruit and ornamental trees. There is also a large garden with a great variety of small fruit. For further particulars, inquire of P. R. WILKINS, No. 6 Pine-st., or of A. L. DE CAMP, No. 212 Front-st., where a lithographic view of the premises may be seen.

**FOR SALE OR EXCHANGE.**—THE ADVERtiser offers for sale or exchange, his residence, situated in the village of Yonkers. Its location is not excelled by any in the place, being within ten minutes' walk of either depôt, and the view of the river unsurpassed. The house is 40x40, built in the Italian style, two-story extension, and is supplied with hot-air furnace, bath room, hot and cold water, gas, &c. The other improvements consist of carriage house, stable, poultry house, double green-house well filled with choice plants, and summer house. The grounds are well stocked with choice shrubbery and fruit, and are in perfect order. For further particulars, apply to W. H. ARTHUR, No. 30 Nassau-st., and No. 86 Liberty-st.

**FOR SALE**—A SELECT COUNTRY RESIDENCE of about two acres of ground, beautifully situated on the banks of the Hudson River, one hour's ride from Chambers-st., by Hudson River Railroad, and a few minutes' walk from the Depôt and steamboat landing, with a good house on it, and the necessary outbuildings, such as greenhouse, bath-house, stables, &c. The grounds are tastefully laid out, and stocked with the choicest fruit and ornamental trees, bushes, &c., and the place is kept in the best order. From $6,000 to $8,000 can remain on bond and mortgage. Apply to HOMER MORGAN, No. 3 Pine-st.

**COUNTRY SEAT FOR SALE**—LOCATED AT Fishkill, Dutchess County, containing 80 acres of land, beautifully situated and abounding with forest and choice fruit trees, together with two cottages. The house is a good one, with furnace and gas. Good barn, carriage house, &c. To one wishing to locate in the country, it offers inducements rarely met with—combining health, convenience of schools, Post-office, churches, and excellent society. Also, a farm of 140 acres, lying about one mile from the village. For particulars apply to J. B. VANDERVOORT, No. 87 Water-st., New-York.

**FOR SALE**—A TWO-STORY AND ATTIC DWELling house, in good condition, (30 feet square,) containing 12 rooms, with wing (16 feet square) attached, with half-acre of ground under high cultivation, with fruit-trees, &c., situated on the Boston road in the village of Morrisania, between 6th and 7th sts., about ten minutes' walk from Harlem Railroad depôt. Stages constantly passing the door. Apply to J. RUSHFORTH, on the premises, or to JACOB BROUWER, No. 56 Wall-st., New-York.
Also, two lots, 25 by 100 feet each, on the west side of 11th-av., between 79th and 80th sts., New-York.

**FOR SALE.**—THE SUBSCRIBER OFFERS, AT private sale, the homestead of Captain James R. Huntting, at Bridgehampton, Suffolk Co., N. Y., containing about nine acres of cleared land. On the premises are a dwelling-house, barns, carriage-house, and other out-buildings, fruit trees, &c. This was the residence of the late Nathan Rogers, Esq. It is located directly opposite that of the late A. T. Rose, Esq., and is within a few rods of two churches, three stores and Post-office, about four miles from Sag Harbor and two from the Ocean. The dw

## AUCTION SALES.

EDWARD H. LUDLOW, Auctioneer.

**SALE OF VALUABLE PROPERTY ON PEARL, ELIZABETH AND ELDRIDGE STREETS, NEW-YORK; PRESIDENT-STREET, BROOKLYN, AND NEAR JAMAICA, QUEENS COUNTY, LONG ISLAND.**—E. H. LUDLOW & CO will sell at auction, on THURSDAY, March 3, at 12 o'clock, at the Merchants' Exchange, New-York:

PEARL-STREET—The valuable 4-story brick dwelling house and store No. 293 Pearl-st; lot 25.10x100 feet.

ELIZABETH-STREET—Nos. 85, 87, 87½ and 89 Elizabeth-st., near Grand; lots 75x94 feet.

ELDRIDGE-STREET—Two-story and attic brick house and lot No. 172; the house is in complete order; lot 23, 8x88 feet 6 inches.

PRESIDENT STREET—The 3 story brick house No. 61 President-st., Brooklyn; beautifully situated; lot 20x100 feet.

VAN WYCK-AVENUE, NEAR JAMAICA, LONG ISLAND—Plot of ground 100x275 feet.

ALSO, BEACH-STREET—45 lots, south side, near Van Wyck-av. This property is calculated for immediate improvement; contains about 10 acres of ground, beautifully situated, near Jamaica, and lies on a high and commanding position; adjoining and around it are many valuable residences. Terms easy. For further particulars see maps at the auctioneer's office, No. 14 Pine-st., New York.

J. W. PORTER, Auctioneer.

**ELEGANT CARVED ROSEWOOD AND MAHOGANY FURNITURE,** made to order, short time in use.—J. W. PORTER will sell, SATURDAY, Feb. 26, at 10½ o'clock, by catalogue, the entire contents of the large four-story dwelling-house, No. 218 West 14th-st., near 6th-av., containing superior household furniture, of first-class workmanship, made to order and in excellent condition. Parlor Furniture—Rich velvet carpets, three magnificent rosewood parlor suites covered in elegant satin brocade; large easy Voltaire and reception chairs to match, two rosewood etageres, with marble tops and mirror doors and backs, lined with satin wood, very expensively carved; elegant rosewood centre, side and work tables; ladies rosewood secretary, with mirror-door, lined with satin wood; rosewood secretary, with elegant carving, made to match the rosewood parlor furniture; rosewood corner and music stands, splendid 7-octave rosewood premium piano-forte, richly inlaid with pearl and real pearl keys—decidedly one of the best instruments ever made—richly embossed cover and stool. French-plate mirrors, expensive lace and brocatel window curtains. Also, a great variety of oil-paintings, embracing many valuable specimens; large size elegantly-decorated China vases, Parisian and Chinese figures, 24-day ormola clocks, together with a large variety of China ware, silver ware, cutlery, elegant bedroom furniture, hair mattresses, &c, &c.

RICHARDS KINGSLAND, Auctioneer.

AT 10 O'CLOCK (FRIDAY.)

At 10 o'clock at the sales room No. 158 Broadway.

**RICHARDS KINGSLAND & CO. WILL** sell at auction a large assortment of hardware, cutlery, &c., consisting of shovels, hoes, gimlets, screws, drawing-knives, tacks, nails, hasps and staples, halter-chains, files, pivers, nippers, hammers, braces, vises, powder-flasks, &c., table and dessert cutlery, pocket cutlery, shears, razors, &c.

ALSO,

An invoice of plated-ware, spring bells, &c.

28 cases bay rum.

A fine assortment of jewelry consisting of gold and silver watches, watch-chains, breast-pins, bracelets, studs, sleeve-buttons, &c.

WILLIAM H. FRANKLIN, Auctioneer.

**VALUABLE PROPERTY ON HUDSON, WORTH AND DUANE STS.**—WM. H. FRANKLIN will sell at auction, on TUESDAY, March 1, 1859, at 12 o'clock, at the Merchants' Exchange, the following valuable property:

On HUDSON AND WORTH STS.—That valuable plot of ground, with the five buildings thereon, situated on the southeasterly corner of Hudson and Worth sts., and known as Nos. 60, 62, 70 and 72 Hudson-st., and No. 8 Worth-st.

Also, on

DUANE-ST.—House and lot No. 181, north side, near Greenwich st.

The proximity of this property to the depôts of the Hudson River and Erie Railroads, and the many improvements contemplated in the vicinity, render this one of the best situations in the Ward for immediate improvement.

For maps, terms and further particulars, apply at the office of the auctioneer, No. 5 Broad-st.

HENRY H. LEEDS, Auctioneer—Salesroom 23 Nassau-st.

**HENRY H. LEEDS & CO.** WILL SELL, AT auction, on SATURDAY, Feb. 26, at 10½ o'clock, at the sale room, no. 23 Nassau-st., a general assortment of household furniture, received for convenience of sale, consisting of carved rosewood, covered in moquette and brocatel; carved rosewood bedsteads, do. marble-top bureaus, do. washstands, mahogany sofas and tête-à-têtes, single and double hair mattresses, blankets, bolsters and pillows; window shades, including a great assortment; also, to close an account, a large invoice of silver-plated ware, consisting of casters, bar pitchers, waiters, tea sets, &c.; also, bottles of champagne, brandy, port wine, sperm candles, Schiedam gin, pistols; beads and necklaces, silver watches, gold hunting watches patent lever watches, &c. Sale without reserve. At 12 o'clock, 50 dozen of Byron's perfumery, hair oil, pomades, &c.

WILLIAM H. FRANKLIN, Auctioneer.

**VALUABLE PROPERTY ON DUANE-STREET.**—That valuable lot No 195 Duane-st., north side, between Greenwich and Washington sts., 20 feet 10 inches by 75 feet, will be sold at auction on TUESDAY, March 1, at 12 o'clock, at the Merchants' Exchange; 70 per cent. of the purchase money may remain on bond and mortgage for a term of years. Maps, &c., at the office of WM. H. FRANKLIN, Auctioneer, 5 Broad-st.

JOHN J. RENNIE, Auctioneer.

**ADMINISTRATOR'S SALE OF ELEGANT** household furniture, THIS DAY, Friday, at No. 90 West 18th-st., near 5th-av., piano-forte, rose wood parlor suites, velvet and Brussels carpets, rugs, mirrors, bookcase, etageres oil-paintings, centre tables, lace curtains, beds and bedding, basement, nursery and kitchen furniture of every description.

HEERS & MOSS, Auctioneers.

**SHERIFF'S SALE OF AN ENTIRE STOCK** of groceries, teas, wines, &c., THIS DAY, Feb. 25, at 10½ o'clock, at No. 5½ Pine st., comprising about $8,000 worth of prime green and black teas, sugars, wines, liquors, segars, cheese, butter, family soap, candles, &c. Also, iron safe, office desk, &c. This sale is well worthy the attention of dealers.

SIMEON DRAPER, Auctioneer.

**BY SIMEON DRAPER, OFFICE NO. 30 PINE-STREET.**—Regular Auction Sale at the Merchants' Exchange EVERY DAY. Stocks and Bonds bought and sold at private sale. Sales THIS DAY at 12½ o'clock. See catalogue.

## BUSINESS CHANCES.

**PATENT RIGHT (TO RUN 12 YEARS)** FOR SALE.—Hathaway's Lever Extension Shot Charger, by which can be measured six different sized loads, without taking out the screw and shifting the gate; a folded spring that is warranted not to break; improved in other respects. Patents for the above for the United States, France and England, for sale together or separate. This is a rare opportunity to engage in a very large and extensive business. Apply to J. M. HATHAWAY, No. 88 Bedford-st., New-York.

**TO LUMBER AND COAL MERCHANTS.**—A RARE CHANCE.—For sale the well-known lumber yard and planing mills in the Dock at Yonkers, consisting of one block of 22 lots, with building and Woodworth's planing machine in first-rate running order; the whole or any part will be sold on liberal terms, as the owner is about to engage in another business. For further particulars apply at No. 320 West-st., New-York or on the premises.

**TO PENCIL-CASE MAKERS.**—FOR SALE A complete set of pencil-case maker tools, everything requisite to carry on a large business. A good opportunity for young men of character to commence business, as a very liberal arrangement will be made with such parties. Inquire of GEORGE WALSH, No. 22 Coenties-slip, or of S. CUTTER, No. 128 East 12th-st.

**$20,000.—WANTED, A PARTNER** WITH this amount of capital, to invest in the manufacture of cotton goods. The object is to secure the services of a competent business man to attend to the interest of the company in this city. The best of references given and required. Address A. N. D., Box No. 131 *Times* Office.

**FOR SALE**—STATE, COUNTY AND TOWN rights of a hand saw-mill, weighing only 58 pounds; sells for $20; smart men can make a fortune buying rights. Can be seen at No. 289 Broadway, room No. 3. Letters of inquiry must contain a stamp to pay return postage. Address L. S. HEATH, New-York Post-Office.

**WANTED**—BY A MANUFACTURING JEWELER, in Providence, who has a good shop, a complete set of tools, steam engine, &c., a partner who is acquainted with the trade, and can take entire charge of the selling department, and furnish some capital. Address CONFIDENTIAL, Box 1,750 Post-office, New-York.

**A PARTNER WANTED**—IN A LUCRATIVE thriving business, who can bring $5,000 to $6,000, to consist in as silent partner. None need apply unless he understands the grocery, coffee and spice business. Apply at No. 47 Fulton-st., between 12 and 4 o'clock.

**$4,500 WILL PURCHASE THE STOCK** and fixtures of a dry goods store, in a flourishing town, about three hours from New-York. Inquire of C. H. OLIVER, No. 51 Liberty-st.

**SALESMEN**—ALREADY LOCATED, AND WISHing to make their customers of additional value to them, can make a liberal arrangement with a Yankee Notion house, who are desirous to extend their business. Address NOTIONS, Box No. 138 *Times* Office.

**TO HOTEL-KEEPERS AND LANDLORDS.**—A young man of several years' experience in some of the first-class hotels, both in New-York and in the country, desires to lease a small, well-furnished hotel, or to take an interest in one where his services can be made available. Address ALBERT ROE, New-Haven, Conn.

**TWO PATENT MEDICINE TRAVELING** AGENTS WANTED.—At a salary of $35 per month, each agent to find his own horse and buggy, and to deposit security for notes and receipts taken for collection. Address PILLS, Box No. 157 *Times* Office.

## FURNITURE.

**ENAMELED CHAMBER FURNITURE,** In all colors, of superior and warranted manufacture finished in landscape, fresco, fruit and flowers, at H. F. FARRINGTON'S, No. 389 Canal-st., opposite Wooster. Established 1848.

**PARTIES DESIROUS OF PURCHASING** furniture will find it to their advantage to call at No. 69 Bowery before the 1st of March, as the proprietor is declining business. Possession must be given of the premises next week. The entire stock to be sold below cost. Dealers are particularly invited to call.

E. C. ROBINSON.

**COTTAGE ENAMELED FURNITURE,** (IN all styles and colors.) Suites from $25 and upwards, wardrobes, mattresses, &c., at the old-established manufactory, No. 624 Broadway. Parties should purchase now from a large and well-seasoned stock, or leave orders for Spring delivery. Goods carefully packed for the country.

**ENAMELED CHAMBER SUITES OF FURNITURE,** in all colors and styles, wholesale or retail. At prices from $25 and upwards.

WARREN WARD, No. 267 Canal-st. (old No. 83.) Four doors east of Broadway, New-York.

**IRON BEDSTEADS,** IRON HAT-RACKS, IRON STORE STOOLS.—Stools put up in stores free of charge. Circulars sent on request. Liberal terms to the trade. JAMES SCOTT, No. 167 Centre, corner Canal-st.

**SCHOOL FURNITURE**—MANUFACTURED and for sale by ROBERT PATON, No. 24 Grove st. Circulars sent on application.

## FINANCIAL.

**ANNUAL STATEMENT OF THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, JANUARY 1, 1859.**

OFFICE, NO. 151 MARKET-STREET, NEWARK.
AGENCY, NO. 11 WALL-STREET, NEW-YORK.

| | | |
|---|---|---|
| Balance, per statement, Jan. 1, 1858 | | $2,743,315 73 |
| Received for Premiums during the year | $583,866 00 | |
| Received for Interest during the year | 170,087 27 | |
| Received for Annuity Bonds during the year | 5,000 00 | |
| Total Receipts for 1858 | | $759,853 36 |
| Paid claims by Death in 1858 | $242,150 00 | |
| Paid Policies surrendered | 35,083 31 | |
| Paid Salaries, Taxes, Postage, Exchange, &c. | 28,125 68 | |
| Paid Com. to Agents | 37,388 84 | |
| Paid Physicians' fees | 3,421 53 | |
| Paid Annuity | 160 27 | |
| Paid Dividends during the year | 154,928 55 | |
| | —$501,258 18 | $258,595 18 |
| Net balance, Jan. 1, 1858 | | $3,001,920 91 |

ASSETS.

| | | |
|---|---|---|
| Cash on hand | $87,677 01 | |
| Newark City 7 per Cent Bonds | 22,000 00 | |
| Albany City (N.Y.) 6 per Ct Bs | 23,000 00 | |
| Troy City (N.Y.) 6 per Ct. Bds. | 25,000 00 | |
| Brooklyn City (N.Y.) 6 per Ct. Bs | 50,000 00 | |
| Annuity Bond of the State of Massachusetts | 800 00 | |
| Bonds and Mortgages on Real Estate, worth double the amount loaned | 1,694,831 18 | |
| Premium Notes, drawing 6 per cent interest | 1,038,669 38 | |
| Real Estate | 48,969 27 | |
| Loans on Scrip | 6,513 93 | |
| Premiums, Notes and Cash in course of transmission | 22,469 14 | |
| Total Assets | | $3,001,920 91 |

Total amount of Dividends paid to date ..... 1,161,527 28
Total amount of Claims by death, paid to date 1,946,499 55

The Directors, having reserved the value of all policies in force, and all obligations against the Company, have, from the surplus, declared a dividend of FORTY PER CENT. on the premiums paid at the table rates to all policies for life in force issued prior to Jan. 1, 1853, without interest, payable in conformity with the present rules of the Company.

The Directors have also ordered the payment of the ELEVENTH DIVIDEND (that declared Jan. 1, 1857) to the members, when their annual premiums become due, during the year 1859.

DIRECTORS AND OFFICERS.

Robt. L. Patterson, Chas. S. Macknet, Lewis G. Grover, Josiah O. Low, Henry McFarlan, I. H. Frothingham, Edw. A. Strong, John R. Wecks, And. S. Snelling, R. H. Green, Joel W. Condit, Nehemiah Perry.

ROBERT L. PATTERSON, President.
JOEL W. CONDIT, Vice-President.
BENJAMIN C. MILLER, Secretary.
JOSEPH B. JACKSON, M. D., Medical Adviser, Newark.
JAMES STEWART, M. D., Medical Adviser, New-York.
LEWIS C. GROVER, Attorney and Counsel.
JOSEPH P. BRADLEY, Mathematician.
JOSEPH L. & J. P. LORD, Agents, New-York.

**AUGUST BELMONT,**
BANKER,
NO. 76 BEAVER-ST.,
Issues Letters of Credit for travelers, available in all parts of the world, through the Messrs. Rothschilds, of Paris, London, Frankfort, Naples and Vienna, and their correspondents.

**DUNCAN, SHERMAN & CO.,**
BANKERS,
CORNER PINE AND NASSAU STS., NEW-YORK,
ISSUE
CIRCULAR NOTES AND LETTERS OF CREDIT,
for travelers, available in all the principal cities of the world.

**EDWARD C. BOGERT,**
(LATE OF BOGERT & KNEELAND.)
BUSINESS PAPER NEGOTIATED,
No. 52 Exchange-place.

**DENNISTOUN, WOOD & CO.,**
NO. 33 WALL-STREET,
Buy and sell Sterling Exchange, and issue Commercial and Travelers' Credits, available in all parts of the world.

DEPARTMENT OF FINANCE, COMPTROLLER'S OFFICE, NEW-YORK, Feb. 8, 1859.

**PROPOSALS FOR CENTRAL PARK FUND** STOCK OF THE CITY OF NEW-YORK.—Sealed proposals will be received at the Comptroller's Office, No. 5 Hall of Records, until FRIDAY, March 11, 1859, at 2 o'clock P. M., when the same will be publicly opened, for the whole or any part of the amount of THREE HUNDRED NINE THOUSAND SEVEN HUNDRED DOLLARS of Central Park Fund Stock of the City of New-York, authorized by an act of the Legislature of the State, entitled "An act to alter the map of the City of New-York, by laying out thereon a public place, and to authorize the taking of the same," passed July 21, 1853, and amended Feb. 13, 1857; and by an ordinance of the Common Council, approved by the Mayor Feb. 29, 1856.

The said Stock will consist of three thousand and ninety seven shares, of one hundred dollars each share, bearing interest at the rate of six per cent. per annum, payable quarter-yearly, and the principal redeemable on the first day of July, 1887.

The proposals will state the number of shares desired and the price per share. The persons whose proposals are accepted will be required to deposit with the Chamberlain of the City the sum awarded and covered by the bid, together with the premium, if any, thereon; and on presenting the receipt of the Chamberlain to the Comptroller will be entitled to receive a certificate for the par value of the number of shares, carrying interest from the date of the deposit.

Each proposition should be sealed up and indorsed "Proposals for Central Park Fund Stock," and the proposal thus sealed and indorsed put in a second envelope, sealed, and directed "Robert T. Haws, Comptroller, No. 5 Hall of Records, New York."

The right is reserved on the part of the Comptroller to reject any or all of the bids, if considered necessary to protect or promote the interests of the City.

ROBERT T. HAWS, Comptroller.

**NOTICE.**—FOX RIVER VALLEY RAILROAD COMPANY.—The parties incorporated by a recent act of the Legislature of Illinois, under the name of the Elgin and State Line Railroad Company, as the successors to and owners of the property formerly owned by the Fox River Valley Railroad Company, hereby give notice that a meeting of said corporators will be held on Saturday, the 26th inst., at 1 o'clock P. M., at the office of Julius Wadsworth, No. 29 Wall-st., for the purpose of organizing under said act of incorporation, electing Directors, and for transacting such other business as may be necessary.

R. W. RAYMOND,
JULIUS WADSWORTH,
WM. H. SMITH,
NEW-YORK, Feb. 22, 1859. OLIVER BRONSON.

**NOTICE.**—THE AGREEMENT AND POWER OF Attorney, adopted at a meeting of the holders of the First Seven Per Cent. Bonds of the Dauphin and Susquehanna Coal Company, may be seen at the office, No. 54 Wall-st. The time for receiving signatures expires on Saturday morning next, Feb. 26.

S. JAUDON,
JOHN FERGUSON, } Committee.

**FIRST-CLASS INVESTMENTS FOR SALE.**—Camden and Amboy Railroad, and Delaware and Raritan Canal Joint Six Per Cent. Bonds; Troy City Bonds; Cleveland City Bonds; Gas-Light Stocks; Buffalo City Water Bonds; Oswego & Syracuse Railroad Stock JOHN B. MURRAY & CO., No. 40 Wall-st., N. Y. City.

**BILLS OF THE PITTSTON BANK**—AT Pittston, Penn., are redeemed at ¼ per cent. at the Park Bank, in the City of New-York.

## INSURANCE.

**METROPOLITAN FIRE INSURANCE COMPANY.**
NO. 108 BROADWAY,
CORNER OF PINE-ST., NEW-YORK.

CASH CAPITAL ..... $300,000.

This Company, having a cash capital exceeded by those of only three other City Companies, continues to insure all kinds of Personal property, Buildings, Ships in port, and their Cargoes, on terms as low as are consistent with the security of the insurers and the insured.

DIRECTORS.

JAMES LORIMER GRAHAM, President.
JOSEPH B. VARNUM, MOSES TAYLOR, JAMES O. SHELDON, DANIEL PARISH, GUSTAVUS A. CONOVER, MARTIN BATES, Jr., DUDLEY B. FULLER, CHARLES L. VOSE, WARREN DELANO, Jr., LEONARD APPLEBY, FREDERICK H. WALCOTT, WM. K. STRONG, MOSES TAYLOR, JAMES O. SHELDON, DANIEL PARISH, GUSTAVUS A. CONOVER, MARTIN BATES, Jr., DUDLEY B. FULLER, CHARLES L. VOSE, HENRY V. BUTLER, JOSEPH B. VARNUM, Jr., JAS. LORIMER GRAHAM, Jr., BOWES R. MCILVAINE, GILBERT L. BECKMAN, JOHN C. HENDERSON, LORRAIN FREEMAN, EDWARD MACOMBER, WATSON E. CASE, CHARLES E. APPLEBY,
SAMUEL B. BRADFORD, Jr.
EDWARD A. STANBURY, Secretary.
ROBERT C. RATHBONE, Assistant Secretary.

**ÆTNA FIRE INSURANCE COMPANY,**
OF NEW-YORK,
No. 56 Wall-st.

CAPITAL $200,000. CHARTERED 1834.

This Company continues to insure against LOSS OR DAMAGE BY FIRE on the most favorable terms.

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**BRITISH COMMERCIAL LIFE INSURANCE COMPANY,**
London and New-York.

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|---|---|
| Capital | $3,000,000 |
| Accumulations | 2,500,000 |
| Claims paid | 4,500,000 |
| Deposited with Comptroller of New-York | 100,000 |

This Company has been 39 years in successful operation, and its stability is undoubted.

BOARD OF REFEREES IN NEW-YORK.

Hon. Judge Campbell, Henry Grinnell, Esq., John Cryder, Esq., Samuel Wetmore, Esq., Stephen Whitney, Esq., J. Phillips Phenix, Esq., James Gallatin, Esq., Anthony Barclay, Esq., ex-Consul, Hon. Erastus Corning.

No extra charge for crossing the Atlantic.

Endowments for children, and life assurance in all its branches.

California, Australia and Pike's Peak risks taken at moderate rates.

No. 65 Wall-st., New-York.
GEO. M. KNEVITT, Manager.

## BILLIARDS.

**PHELAN'S IMPROVED BILLIARD TABLES AND COMBINATION CUSHIONS.**

PATENTED FEB. 16, 1856; OCT 28, 1856; DEC. 8, 1857; JAN. 12, 1858; NOV. 16, 1858.

For sale only by the manufacturers,
O'CONNER & COLLENDER, Nos. 51 and 53 Ann-st.,
And the patentee,
MICHAEL PHELAN,
Nos. 726 and 788 Broadway, New-York.

**COBURN'S EXTRA OIL,**—VERY SUPERIOR for machinery and burning—none more desirable. Barrels, 30 to 40 gallons.

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## MUSICAL.

**ALEXANDRE ORGANS,**
For Drawing-rooms, Churches, Chapels and Schools.
SOLE MEDAL OF HONOR AT THE UNIVERSAL EXHIBITION OF 1855.

This magnificent instrument, which the brilliant performances of

VILANOVA,
THALBERG,
MLLE. WELLIS,

have rendered as popular in America as in Europe, has been adopted by the greatest artists and composers of both Continents—Gottschalk, Liszt, Rossini, Meyerbeer, &c., &c.

Prices at the Dépôt, No. 51 Dey-st.,
$45, $50, $165, $230, $250, $300, $320, $375, $400.

A descriptive circular sent to any address on application to

BERNARD & FABREGUETTES, Jr.,

Importers of Busson's Accordeons, Violin Strings, &c.

JUST PUBLISHED:

A complete Instructor for the Alexandre Organ.

**THE DRIGGS PATENT PIANO-FORTE—(W. V. WALLACE.)**

Its tones are the fullest, most sonorous and pure.

It is the most durable, and will remain longer in tune than any other Piano-forte.

It is built upon a solid iron frame or bed plate—the whole case forms a vibrating shell, with an upper and lower sounding board, like the violin.

"It is the best piano-forte existing," and is recommended by Thalberg, Gottschalk, Wm. H. Fry, M. Strakosch, Maretzek, Albert H. Wood, Gustave Eckardt, Wm. Mason, H. Wollenhaupt, and many other musical celebrities.

Sole agents, WM. HALL & SON, No. 239 Broadway.

**WONDERFUL IMPROVEMENT IN GRAND PIANOS.**

STEINWAY & SONS invite artists and the public in general to call and examine their newly invented OVERSTRING GRAND PIANO, which, for power and quality of tone, is pronounced superior to any other grand piano by all who have examined it, among whom are the best musical judges of the country, such as R. GOLDBECK, TH. HAGEN, (Ed. of the *Musical Review*,) U. C. HILL, W. A. KING, W. MASON, H. C. TIMM, H. A. WOLFENHAUPT, A. H. WOOD, and many others.

STEINWAY & SONS,
Manufacturers, Nos. 82 and 84 Walker-st., N. Y.

**CHICKERING & SONS,**
MANUFACTURERS OF
GRAND, SQUARE AND UPRIGHT PIANOS,
Warerooms, No. 691 Broadway,

C. & SONS have been awarded 35 prize medals for the superiority of their manufacture for the past 35 years.

ALSO FOR SALE,
MASON & HAMLIN'S SUPERIOR MELODEONS AND HARMONIUMS,
For parlors, churches, vestries and lodges,
at wholesale and retail.
PIANOS TO RENT.

**MASON & HAMLIN'S**
MELODEONS AND HARMONIUMS
OF ALL KINDS,
Ranging in price from $60 to $450, equally adapted for the church, vestry, school room, lodge-room or parlor.

Messrs. CHICKERING & SONS are the sole Agents for these superior instruments for the State of New-York.

Warerooms No. 694 Broadway, New-York.

Dealers supplied at regular factory prices.
Descriptive Catalogues sent on application.

**PIANOS.**—HAINES BROTHERS, AT THEIR MANufactory and warerooms, Nos. 326, 328, 330, 332 and 334 2d-av., corner of 21st-st, have constantly on hand a large assortment of their superior Pianos, which combine all modern improvements, and for power, durability and long-standing in tune they are admitted by all to be unsurpassed by any; and with our superior facilities for manufacturing, we flatter ourselves that we can and are making instruments equal in every way, and selling them at lower rates than any responsible manufactory in this City. Persons in want of a superior Piano are invited to call and inspect our Pianos and factory; they can then judge for themselves. All our Pianos are fully warranted in every respect. New Pianos to rent, and rent allowed on purchase.

**ALEXANDER'S, CARHART'S, MASON & HAMLIN'S** and Prince & Co.'s harmoniums and melodeons for sale or for rent at reduced rates. One 4-octave rosewood melodeon for $25. Pianos to rent at low rates. Piano-stools, new style, for $2 50 each. One T. Gilbert piano, in perfect order, for $75. Sheet music and music books at wholesale and retail.

S. T. GORDON, No. 706 Broadway, near 4th-st.

**TWO EXCELLENT 7-OCTAVE** ROSEWOOD piano-fortes; have been a short time in use, and are as good as new; one French round at $170; one with handsome O. G. mouldings at $155, and one 6-octave, in excellent condition, at $160, at J. & C. FISCHER'S Warerooms, No. 345 Broadway, opposite the Broadway Theatre.

**GOLD-MEDAL GRAND AND SQUARE PIANOS.**—STEINWAY & SONS, Nos. 82 and 84 Walker-st., near Broadway, New-York, have always received the first premium where and whenever in competition with the best makers of Boston, New-York, Philadelphia and Baltimore. Every Piano warranted for three years. Prices moderate.

**LICHTE, NEWTON & BRADBURYS, NO.** 421 Broome-st., near Broadway, have a splendid assortment of the celebrated piano-fortes, in all styles, constructed with the patent Arch Wrest Plank. Purchasers in want of a superior instrument will find it for their advantage to call.

**HAZELTON BROS., PIANO-FORTE MANufacturers,** No. 209 Centre-st., offer a fine assortment of brilliant and full-toned pianos at the lowest rates. Each piano warranted to give satisfaction, and guaranteed for three years.

**ALBERT WEBER, MANUFACTURER,** No. 155 West Broadway, near Canal-st., will sell a large assortment of his celebrated pianofortes at very great bargains. Second-hand pianofortes taken in exchange at their full value. A call is respectfully solicited.

**RAVEN, BACON & CO.,** (SUCCESSORS TO BACON & RAVEN,) Piano-forte Manufacturers; warerooms No. 135 Grand-st., near Broadway, where a full assortment of instruments may be found exclusively of our own manufacture. Warranted in every respect.

**T. H. CHAMBERS**—SUPERIOR PIANOS, EBBITT House, Astor-place. An unlimited warranty given with every instrument of his own manufacture. Second-hand Pianos from $50 upwards.

**A LARGE STOCK OF PIANO-FORTES,** IN plain and carved cases, at wholesale prices, for cash. All pianos fully warranted for three years. Second-hand pianos at $50 to $140. A. E. THOMPSON, 498 Broadway.

## IRON AND HARDWARE.

**IRON GARDEN ORNAMENTS.**

**JANES, BEEBE & CO.,**
No. 356 BROADWAY, NEW-YORK.

In addition to their usual variety, are constantly producing new articles of adornment for Gardens, Lawns, Court-yards, and Public Parks.

FOUNTAINS—From $25 to $2,500.
VASES—Over 30 different patterns and sizes, from $2 to $100.
SETTEES and CHAIRS of all the various patterns.
LIONS—Colossal, Life-size, and in Miniature, standing and reposing.
DEER—Three different patterns.
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BOARS, FOXES EAGLES, LAMBS, &c.
ILLUSTRATED CATALOGUES SENT BY MAIL.

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No. 356 Broadway, New-York.

LEONARD & JACKSON'S
**"PATENT LIGHTS."**
A CARD TO THE PUBLIC.

Having been credibly informed that persons have on one or more occasions endeavored to injure our business by false and malicious statements to the effect that the vault light which we manufacture and sell is an infringement of letters patent granted to Mr. Thaddeus Hyatt, we hereby notify those persons to desist from such defamatory statements, as we shall hold them personally responsible for damages.

Letters patent for the vault light which we are manufacturing, was granted June 29, 1858, and, should it be questioned, we are fully prepared to defend our rights in the premises, and to show that we are not infringing upon the rights of Mr. Hyatt or any one else.

JACKSON & THROCKMORTON,
Architectural and Nautical Iron Works,
Nos. 55 to 67 Goerck-st., New-York.

**HYATT'S PATENT LIGHTS.**
A CARD HAVING BEEN ISSUED
TO THE PUBLIC

By parties who frankly confess that they do not pay me for my invention, I avail myself of this opportunity to advertise the names of those who do. The following persons, only, are licensed under my patents in this City:

George R. Jackson & Co.
J. R. & W. W. Cornell & Co.
S. B. Althause & Co.
Ingalls & Case.
Theodore Hyatt.

The law is, that a person who purchases or uses a patented article is equally liable for infringement with the maker of it. The "makers" having fairly notified the "users" of their intention not to pay, the "users" have only themselves to blame if I collect my tariff of them—as I shall certainly do. THADDEUS HYATT.

NEW-YORK, January, 1859.

ESTABLISHED 1830.
**GEORGE R. JACKSON & CO.,**
EXCELSIOR IRON WORKS,
Nos. 199 and 201 Centre-st.,
Nos. 1, 3 and 5 Howard-st., and
Nos. 117, 119 and 121 Elm-st.,
New-York,

Manufacturers of iron railings of all kinds for dwellings, cemeteries, parks, stores, offices, &c.
Bank doors, safes and window shutters.
Patent Prismatic Lights for vaults, areas, skylights, &c.
Enameled grates and fenders.
Corrugated iron roofs.
Having added a foundry to our works, we are prepared to furnish
Iron columns, beams, girders, and all kinds of castings for building purposes.
Specimens of our work can be seen in the *Times* Building, American Exchange Bank, Wilson G. Hunt's store, Park-place; Thomas Hunt's store, College-place.
United States Custom-houses at Buffalo, Oswego, Cleveland, Detroit, Newark, New-Haven, Pensacola and Richmond; United States Marine Hospital at Detroit and Portland, and United States Assay Office, New-York.

**A. SICHORET'S (BOURDON) STEAM GAUGES**—Perfectly reliable, handsomely made, and warranted, at very low prices. C. W. COPELAND,
No. 66 Broadway, New-York.

**O. AMES & SON'S SHOVELS AND SPADES**—For sale by
JOHN W. QUINCY & CO., No. 98 William-st.

**NICKEL.**—BEST SWEDISH, FREE FROM ARsenic, imported direct by C. E. HABICHT, No. 80 Beaver-st.

**THOMAS PIG IRON**—SOFT, FREE, STRONG and a warranted substitute for Scotch Pig.
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**BANCA TIN, INGOT, COPPER, SPELTER.** Antimony, &c., for sale by
JOHN W. QUINCY & CO., No. 98 William-st.

**MOUNT-HOPE CUT NAILS, SUPERIOR** quality; none better in market. Agents.
JOHN W. QUINCY & CO., No. 98 William-st.

**TELEGRAPH WIRE**—BEST QUALITY.—All kinds, for sale by
JOHN W. QUINCY & CO., No. 98 William-st.

## FINE ARTS.

**ARTISTS, TEACHERS AND SCHOOLS** are respectfully informed that the subscriber is now selling the best English Canvas, Oil and Water Colors, Brushes, Pastels, Drawing Papers, &c., at lower prices than any other house in the City. W. SCHAUS,
Artists' Colorman, No. 609 Broadway.

## SHIPPING.

**TAPSCOTT'S LINE—LIVERPOOL PACKETS.**

The subscribers continue to grant Certificates of Passage to or from Liverpool by their favorite line of packets, comprising in part the following ships, viz.:

WM. TAPSCOTT, EMERALD ISLE, ALBION, DREADNOUGHT, MIDDLESEX, VICTORY, BENJ. ADAMS, CONSTELLATION, JOHN J. BOYD, WEST POINT, PHŒNIX, SWITZERLAND, UNDERWRITER, SHAMROCK, CAMBRIA, making together, with others, a ship every five days.

The subscribers are also agents for the
"X LINE OF LONDON PACKETS,"
and
"GLASGOW LINE OF STEAMERS,"
for all of which they grant certificates on liberal terms.

REMITTANCES TO IRELAND, &c.

T. & CO. also continue to issue drafts, payable on demand, throughout England, Ireland, Scotland and Wales. Circulars, with full particulars, may be had on application (if by letter inclose 5 stamps) to

TAPSCOTT & CO., No. 86 South-st., New-York.
TAPSCOTT, SMITH & CO., Liverpool.

**COLEMAN'S**
CALIFORNIA LINE FOR SAN FRANCISCO,
Sailing regularly on advertised days.
Clipper of SATURDAY, March 12.
The celebrated A 1 clipper ship
DAVID CROCKETT.

SPENCER, Commander, is now rapidly loading at Pier No. 15, E. R., foot Wall-st. This well-known and favorite vessel has made the passage to San Francisco in 115 days, and admitted by all to be one of the fastest ships afloat. She has always delivered her cargoes in perfect order; having superior ventilations, and being a three-deck ship, offers inducements to shippers over any other vessel now loading. She insures at lowest rates, and will be dispatched on or before her advertised day. For balance of Freight, apply to

WM. T. COLEMAN & CO., No. 88 Wall-st.

Agents in San Francisco, Messrs. WM. T. COLEMAN & CO., Exchange on San Francisco for sale, in sums to suit. Limited advances made on shipments of approved merchandise.

THE NEW LINE
**FOR SAN FRANCISCO, CALIFORNIA.**
Fare reduced.
$83 in Steerage.
$175 to $200 in Second Cabin.
$259 in First Cabin.

The steamship NORTHERN LIGHT, Captain TINKHAM, will leave New-York, from Pier No. 3, North River, THURSDAY, March 10, at 9 o'clock P. M., connecting *via* Panama Railroad with the steamship UNCLE SAM, on the Pacific Ocean.

For passage or freight, (having capacity for 100 tons of the latter,) apply at the only office of the Line, No. 5 Bowling Green, basement. D. B. ALLEN, Agent.

N. B.—All persons are forbid trusting any one on account of the above ships or owners.

**THE NORTH GERMAN LLOYD'S STEAMSHIP BREMEN,**
H. WESSELS, Commander,
Carrying the U. S. Mail,
Will sail positively
SATURDAY, March 19, at 12 M.,
for BREMEN *via* SOUTHAMPTON,
taking passengers for
London, Havre, Southampton and Bremen,
at the following rates:
First Cabin, $90; Second Cabin, $60; Steerage, $35.
For freight or passage apply to
GELPCKE, KEUTGEN & REICHELT.
No. 84 Broadway.

**FOR NASSAU, N. P., AND HAVANA.**

The British and North American Royal Mail steamship SAXONIA, Capt. ——, will sail from the Company's wharf at Jersey City for the above ports, after the arrival of the steamship EUROPA, (leaving Liverpool Feb. 19,) probably 7th of March.

| | |
|---|---|
| Passage money to Nassau | $45 |
| Passage money to Havana | 60 |
| Passage money between Nassau and Havana | 15 |

For freight or passage, apply to
E. CUNARD, No. 4 Bowling-green.

**THE BRITISH AND NORTH AMERICAN ROYAL MAIL STEAMSHIPS**
FROM NEW-YORK TO LIVERPOOL.

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| Chief Cabin Passage | $130 |
| Second Cabin Passage | 75 |

FROM BOSTON TO LIVERPOOL.

| | |
|---|---|
| Chief Cabin Passage | $110 |
| Second Cabin Passage | 60 |

The ships from Boston call at Halifax.

FRESH, Capt. Judkins. CANADA, Capt. Lang.
ARABIA, Capt. J. Stone. AMERICA, Capt. Miller.
ASIA, Capt. E. G. Lott. NIAGARA, Capt. Anderson.
AFRICA, Capt. Shannon. EUROPA, Capt. J. Leitch.

These vessels carry a clear white light at mast-head; green on starboard bow; red on port bow.

ASIA, Lott, leaves New-York, Wednesday, Feb. 16.
AMERICA, Miller, leaves Boston, Wednesday, Feb. 23.
AFRICA, Shannon, leaves N. Y. Wednesday, March 2.
CANADA, Lang, leaves Boston, Wednesday, March 9.
EUROPA, Leitch, leaves N. Y., Wednesday, March 16.
ARABIA, Stone, leaves Boston, Wednesday, March 23.

Berths not secured until paid for.

An experienced

# NEWS BY TELEGRAPH.

## From Boston.

LARGE SALES OF WOOL—CHURCH PROPERTY SOLD AT AUCTION.

BOSTON, Thursday, Feb. 24.

Three hundred thousand pounds of medium and one hundred thousand pounds of the finer sorts of wool were sold at auction, to day, by Messrs. BINGHAM, JOY & Co. Purchasers were present from New-York, Philadelphia, Albany and other cities. The sales were brisk and the prices considered good. The following are the sales: 2,500 lbs. Mogador at 18¾c.@19½c.; 372,000 lbs. California fleeces of various qualities, at 21½c.@35½c.; 27,000 lbs. Black lub washed at 28½c.@34½c.; 65,000 lbs. Maine, 41½c.@53c.; a lot of Vermont, double extra, at 51c.@51½c.; lots of New-York, pulled, at prices ranging from 46½c.@53½c.; lots of Western and Ohio ditto, at 18c.@41c.; lots of East India at 10c.@23c.; 5,000 lbs. of Vermont, fine, at 48½c.; 30,000 lbs. of New-York, New-Hampshire and Ohio selected fleece, at 55½c.@56c.; 12,000 lbs. Walpole, N. H., boggy meadow extra, at 56½c.@57c.; 44,000 lbs. of Ohio and Pennsylvania extra selected fancy clips, in lots, at a range of 57c.@64½c.; 18 bags of Ohio extra pulled, at 56c.; 7 bags of choice double extra ditto, at 58c.; 7 bags of very fine ditto, at 61c. The aggregate of the sales reached nearly $300,000.

NEWELL A. THOMPSON to-day sold at auction the Federal-street Church property, embracing about thirteen thousand square feet of land, for a fraction less than $121,000, exclusive of the Church, parsonage and vestry buildings, which will be sold at a future day.

## News From Hayti.

THE CEREMONIES INCIDENT TO THE INAUGURATION OF PRESIDENT GEFFRARD.

BOSTON, Thursday, Feb. 24.

Port-au-Prince papers of Jan. 29 are received. They give the details of President GEFFRARD's inauguration, which took place on Sunday, Jan. 23, with great pomp in the Senate Chamber. A large portion of the army of the island, foreign diplomatists, strangers of distinction, national dignitaries and others being present. The city was decorated, and the President elect, in the costume of a general, proceeded on horseback to the Legislative Hall, where he took the customary oath of office. From thence the President and suite proceeded to church, where a solemn *Te Deum* was performed. On the way GEFFRARD was hailed by the people as "the liberator of his country." The rest of the day was spent by the people in rejoicing over the happy event.

BUSINESS PROSPECTS AT AUX CAYES—REACTIONARY ATTEMPT OF THE IMPERIAL GOVERNOR.

Capt. HADLEY, of the brig *Santiago*, at Holmes' Hole for Boston, brings advices from Aux Cayes to the 6th inst. Capt. H. states that up to the present date everything is quiet and great preparations are being made for the reception of President GEFFRARD in Aux Cayes, who is expected next month.

Doubloons had fallen from $320 to $270 and $272. A general revival of business is expected throughout the Island, as the heavy import and export duties are to be somewhat modified. Coffee scarce, owing to the recent troubles.

Before the success of Gen. GEFFRARD was known, the ex-Duke of Aux Cayes, on the night of the 16th of January, thinking that the Emperor was sure of success, did his utmost to excite the people against the mulatto population, and even went at midnight out of town crying, *Vive Bouste-tabac* (long live the black birds).

This alludes to the negroes, President GEFFRARD, the chief of the revolution, being a mulatto. Failing to raise the negroes in his favor for the massacre, he was obliged to bow to the will of the people, whose only replies were *Vive la Republique*. *Vive* GEFFRARD, amidst the ringing of bells, firing of cannon, illuminations, &c.

## The Wheat Crop.

CHICAGO, Thursday, Feb. 24.

The Wheat statistics of *Wells' Commercial Express* show the accumulation of flour and grain in store here in the last seven days to be only a little over 100,000 bushels against 200,000 in the corresponding week of last year; while the amount of flour and wheat in store at present is equivalent to 611,000 bushels, against 1,263,000 at the same time last year.

## Mayoralty Nominations in Chicago.

CHICAGO, Ill., Thursday, Feb. 24.

The Republican Convention to-day nominated JOHN C. HAINES, the present Mayor, for reelection. MARCUS D. GILMAN is the Democratic candidate.

## The Propeller Potomska.

NEW-BEDFORD, Thursday, Feb. 24.

Chains have been placed under the *Potomska*, and efforts will be made to tow her into shallow water as soon as the weather becomes favorable. One hundred packages of her cargo were saved today.

## The Baltimore and Ohio Railroad.

PARKERSBURG, Va., Wednesday, Feb. 23.

The river is falling, and no damage has been done to the road or property at Benwood or this place, everything working well.

## Weather Reports.... FEB. 24.

ST. JOHNS, N. F.—Clear and pleasant. Ther. 23°. Wind N. W.

BOSTON.—Rain and snow. Thick and calm.

# AFFAIRS AT ALBANY.

**A Sleepy, Profitable Night—Little Talking and Much Voting—A Crowd of Petitions—The Bill Annulling Building Associations Lost—The Death of Senator Stow, &c.**

From Our Own Correspondent.

ALBANY, Thursday, Feb. 24, 1859.

On Wednesday evening the House was thin, but in good working order. Members, refreshed with their vacation, but exhausted by their tedious ride back, sat unusually quiet. The vacation had cleared their judgment and they saw more easily the right and the wrong, but they were too tired to talk, so they simply voted for or against, killing doubtful projects forthwith, and putting through what was proper with marvelous speed. The prayer was short. It took an hour to get through with petitions—one of the longest hours that has yet passed in its flight over the Capitol. The Speaker had a sore throat, and spoke lower and more hoarsely than usual. The Clerk was sleepy, and read in a foggy, hazy voice. The House, remembering how hard it had worked last week to do nothing whatever, lazily let the brakes alone and legislation had its unrestrained course. Among the petitions Mr. POWELL presented two to prevent slave-hunting on New-York soil; Mr. WILSON, one to close Reade-street; Mr. DURYEA, for a Park in the Eastern District of Brooklyn; against removing the Long Island Railroad; Mr. ODYKE, to extend Albany-street; New-York, &c; against New-York City Railroads to repeal the Usury laws; to reorganize the Health Department of New-York; Mr. C. S. SPENCER, same against New-York City Railroads; Mr. S. S. CHILDS, relative to Health in the City of New-York; Mr. SHAW, same; Mr. SMITH, same; Mr. CONKLING, same;

Mr. VAN CORTLANDT reported against abolishing the office of School Commissioners in the country—but o other important reports there were none—as all the Committees had been out of town, like the House. Of notices there was greater abundance. Bills were heralded by Mr. MEEKS, to extend time for collection of taxes in Queens County; and to alter map of Brooklyn; by Mr. CHESEBRO, relative to Militia of Richmond County; by Mr. MESSERCLE, to amend the Fire Dep of Brooklyn; by Mr. ODYKE, to establish a State Insurance Department; by Mr. TUTHILL, to prevent unvaccinated children from attending school—giving the trustees power to regulate it; by Mr. C. S. SPENCER, to incorporate the Homœopathic Hospital.

After which, six local bills had their third reading and were passed. The bill authorizing certain citizens of the State to hold property (Mr. CHANLER'S bill) was lost, 61 to 19, and a motion to reconsider tabled. The bill annulling the Building Associations was lost, 63 to 14, and its reconsideration also tabled.

The Senate last night lacked a quorum. To-day, in Senate, Mr. MATHER presented a remonstrance against closing canal locks on Sunday; by Mr. PATTERSON, a memorial of New-York State Temperance Society; Mr. NOXON, to close canal locks on Sunday; Mr. FOOTE, to change the name of the First Sabbatarian Church of Brooklyn; to appropriate a portion of the interest of the Chancery Fund to a law library for Sixth Judicial District; Mr. SPINOLA, to incorporate the East New-York Savings Bank of Kings County; Mr. ELY, of Marshall and others, relative to iron piers in New-York City.

When Senator DIVEN announced the death of Senator Stow, of the Twenty-ninth District, and prefaced a resolution expressive of respect for the deceased, and of condolence with his family, by some brief, pertinent comments upon his career. Mr. MATHER followed with some reminiscences of his official connection with Senator Stow. Mr. JOHNSTON and Mr. O. B. WHEELER also spoke of his independence, eccentricities and worth, and then adjourned to evening.

The Assembly opened with MOWRAY HALL in the Chair, the Speaker having gone home half-sick. It being General Order day they went at once into Committee of the Whole, Mr. ANDREWS in the Chair. The two bills before the Committee were the State Prison bill and the "Certain punishment of certain flaming offences down on Staten Island." The approach of this latter kept some persons in a stew of perspiration, and there was a marvelous circulation about the hall of gentlemen who are anxious to put blocks under the wheels of certain justice. But the subject was not reached and Justice had no opportunity to express herself. The State Prison bill is a very long one—a codification of existing State Prison laws, and a modification of some of them in important respects, but before the Committee rose an amendment was inserted providing that nothing in the act contained should repeal any portion of existing laws which prohibit the infliction upon prisoners of corporeal punishment. The bill had been gone through with and probably would have been reported for a third reading, but that at the last moment a Committee from the Senate formally announced the death of Senator Stow. The Speaker resumed the Chair. Mr. VAN HORN, of Niagara, moved resolutions of respect and condolence, and from his personal knowledge spoke of the good heart and clear head of the deceased. Mr. LAW followed, detailing the virtues of the most illustrious statesman of the present Legislature; Mr. SCHOLEFIELD spoke feelingly of his private virtues; Mr. TOMLINSON eulogized eloquently his public fearlessness and worth, and Mr. TUTHILL chated on his honesty and manly independence.

Senator STOW was a most eccentric man, and his weaknesses were apparent to all that came in contact with him. But see were his excellences. His independence of party, of friends or foes, praise or blame, was a most marvelous and illustrious feature, more notable and conspicuous in Albany than it could have been in any other part of the State. And it is this trait which endears his memory to the Legislature and the people. Of adroit politicians, of amiable men, there are no fewer perhaps left in the State than there were last Saturday morning, but of honest, bold, intrepid, manly, independent legislators there is one less. So the crape will be worn by Senators for the remainder of the session, and the flag on the Capitol be set at half-mast not without meaning or expression.

At ten o'clock it was snowing here vigorously, but the sun is out now, the snow has all vanished, the air is balmy and Spring-like.

The Registry bill is the subject of the Republican Caucus to-night. Desperate and hopeful efforts will be made to shape a bill that will be effective, not too stringent or too costly, and yet tolerable to the majority. I think that it will be successful, but I remember that all the prophets now-a-days are poor fallible creatures.

Outside of the Capitol walls, all the talk is of the Bachelors' Ball to come off to-night in the vacated mansion of Ex-Governor KING. All the fashion and the grave of Albany are summoned to appear; and if it is not a time to talk of for months to come, the promise is a false, deceitful thing, which should damage the character of all promises henceforth and for all time.

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